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11 *Attorneys for Plaintiff*
12 *Fortifiber Corporation*

13 UNITED STATES DISTRICT COURT

14 DISTRICT OF NEVADA

15 * * *

16 FORTIFIBER CORPORATION,
17 a California corporation,

Case No.

18 Plaintiff,

19 v.

COMPLAINT AND
JURY DEMAND

20 FORTA CORPORATION, a Pennsylvania
21 corporation, and FORTA-KOTE, LLC, a
22 Pennsylvania limited liability company,

Defendants.

23 Plaintiff, Fortifiber Corporation, for its Complaint against Defendants Forta
24 Corporation and Forta-Kote, LLC, hereby alleges as follows:

25 THE PARTIES

26 1. Plaintiff, Fortifiber Corporation ("Fortifiber"), is a corporation organized
27 and existing under the laws of the State of California, having a principal place of
28 business at 300 Industrial Drive, Fernley, Nevada.

2. Defendant, Forta Corporation ("Forta"), is a corporation organized and existing under the laws of the State of Pennsylvania, having a principal place of business at 100 Forta Drive, Grove City, Pennsylvania. Defendant, Forta-Kote, LLC ("Forta-Kote"), is a limited liability corporation organized and existing under the laws of the State of Pennsylvania, also having a place of principal place of business at 100 Forta Drive, Grove City, Pennsylvania. On information and belief, Forta-Kote is a subsidiary and corporate affiliate of Forta. Forta and Forta-Kote are collectively referred to herein as "Defendants."

NATURE OF THE CASE

3. This is an action for trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114; unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); common law trademark infringement and unfair competition under Nevada law; deceptive trade practices under Nevada law (Nev. Rev. Stat. §§ 41.600 and 598.0915); unjust enrichment; and breach of contract.

4. Fortifiber hereby seeks: (1) injunctive relief; (2) all damages arising from Defendants' past and present infringement; (3) all profits unlawfully obtained by Defendants; and (4) an award of Fortifiber's attorney fees and costs for having to bring this suit to enforce its trademark and contract rights.

JURISDICTION AND VENUE

5. This action arises under an Act of Congress relating to trademarks, as set forth in Section 32 of the Lanham Act, 15 U.S.C. § 1114(1)(a) and Section 43 of the Lanham Act, 15 U.S.C. § 1125(a). This action also includes other claims that are so related to the claims provided by the Federal statutes, including common law trademark infringement and unfair competition under Nevada law, deceptive trade practices under Nevada law (Nev. Rev. Stat. §§ 41.600 and 598.0915), unjust enrichment, and breach of contract, that they form part of the same case or controversy under Article III of the United States Constitution.

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6. This Court has original subject matter jurisdiction under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a), and has supplemental jurisdiction under 28 U.S.C. § 1367(a).

7. This Court also has diversity subject matter jurisdiction under 28 U.S.C. § 1332, in that the matter in controversy in this action exceeds the sum or value of \$75,000, exclusive of interest and cost, and is between citizens of different states.

8. Upon information and belief, Defendants are subject to the jurisdiction of this Court because they do business in the state of Nevada and have transacted business relating to the subject matter of the claims asserted here in the state of Nevada and within this District. In particular, in view of the activities of the Defendants described herein, Defendants have committed acts of infringement and unfair competition complained of herein in the state of Nevada and within this District that subject them to the personal jurisdiction of this Court.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

GENERAL ALLEGATIONS

Fortifiber's Marks

10. Fortifiber, a privately held, family-owned business, was founded in 1939, over 75 years ago, and has since grown into a leading domestic and international supplier of weather-resistive barriers for use in buildings, and is widely recognized as a supplier of one of the most technologically advanced weather-resistive barriers available.

11. Fortifiber is headquartered in Fernley, Nevada, with sales representatives located throughout the United States. It sells and distributes its products to end users in the United States and Canada through distributors and specialty retailers located throughout the United States and Canada. Fortifiber also occasionally sells its products directly to end users. Fortifiber's products are selected and specified by designers and architects, and purchased and installed by building contractors, remodelers, tradespersons, and building owners.

12. Since at least 1951, Fortifiber has used the mark FORTIFIBER in connection with certain of its products. Fortifiber also filed its first U.S. Trademark registration applications for FORTIFIBER in 1951, which matured into U.S. Registration Nos. 571,230 and 573,179, which registrations have since lapsed in favor of Fortifiber's trademark registrations listed below. That is, in the ensuing years, Fortifiber has further expanded its use of the prefix "FORTI-" in association with its products and, in addition to its strong common law trademark rights throughout the United States, is presently the owner of the following U.S. Trademark Registrations (hereinafter, the "FORTI-Family"):

Mark	Registration No.	Registration Date	Goods
FORTIFIBER	2,839,612	May 11, 2004	Non-metal vapor barriers; Building materials, namely, non-metal weather resistive building paper for all-purpose construction use; non-metal window flashing and door flashing; non-metal flooring and tile underlayment; non-metal concrete curing papers; Non-metal finished floor protection sheets
FORTIFLASH	2,622,665	Sept. 24, 2002	Non-metal building materials for weatherproofing door frames, namely, door flashing and non-metal building materials for weatherproofing window frames, namely, window flashing
FORTIFLASH 40	2,568,416	May 7, 2002	Non-metal building materials for weatherproofing window and door frames, namely, window flashing and door flashing
FORTIFIBER BUILDING SYSTEMS GROUP	3,039,094	Jan. 10, 2006	Paper bags and laminated paper in roll and sheet form; Building materials, namely, non-metal water vapor barriers; Non-metal window flashing and door flashing; non-metal concrete curing papers, non-metal finishing flooring and tile underlayment
FORTIFLEX	4,194,184	Aug. 21, 2012	Non-metal building materials for weatherproofing window frames, namely, self-adhesive window flashing

Mark	Registration No.	Registration Date	Goods
FORTISEAL	4,600,337	Sep. 9, 2014	Non-metal building materials for weatherproofing buildings, namely, polymer-based, pre-sized flashing membrane

See Exhibits A-1 through A-6. All of the foregoing registrations remain in full force and effect. Except for the registrations for FORTIFLEX and FORTISEAL, all registrations are incontestable under 15 U.S.C. § 1065.

13. Fortifiber has widely advertised these marks throughout the United States and internationally. Fortifiber has consistently used its FORTI- Family of trademarks in connection with the marketing of its building products.

14. Fortifiber has spent significant resources and efforts since 1951 in promoting and advertising its FORTI- Family of trademarks, including the use of multimedia advertising and industry trade shows. Since 2006, Fortifiber has spent over \$1.5 million in marketing its products. Fortifiber prominently marks its advertising, website, packaging, data sheets, specification sheets, installation guides, trade show booths and other promotional items with Fortifiber's FORTI- Family of trademarks. See, e.g., Ex. B, www.fortifiber.com/technical_information.html.

15. Fortifiber's continuous efforts have caused the relevant consuming public to come to associate Fortifiber's FORTI- Family of trademarks with building products provided by Fortifiber. Fortifiber's FORTI- Family of trademarks has also acquired distinctiveness and secondary meaning as an indication of origin, source, sponsorship, and quality with respect to Fortifiber's products. Fortifiber's FORTI- Family of trademarks has thereby become one of the most important assets of Fortifiber, possessing tremendous value and substantial goodwill as a trademark identifying Fortifiber and its products.

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**Defendants' Prior Infringement of
Fortifiber's FORTIFIBER Trademark**

16. On information and belief, Forta was formed in 1978 and then began manufacturing and distributing synthetic reinforcing fibers for concrete. In May 1984, Forta began selling a three-dimensional secondary reinforcement for concrete under the name FORTA FIBRE. Exhibit C.

17. On September 20, 1984, Fortifiber commenced an action against Forta in the United States District Court for the Central District of California, Civil Action No. 84-7116 ER (PX), alleging trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114, and unfair competition. Exhibit D, p. 1.

18. On August 27, 1985 Fortifiber and Forta executed a Settlement Agreement ("Settlement Agreement") whereby Forta agreed to "forever refrain from using the mark or name FORTA FIBRE in connection with the offer for sale, sale and/or advertising of its products in the United States." Exhibit D, ¶ 1.

19. Although Forta retained the right to use the mark or name "Forta" alone in connection with the offer for sale, sale and/or advertising of its products, Forta further agreed to the following restrictions on its packaging:

Whenever Forta Corporation uses FORTA as its trademark on containers for goods, the word FORTA shall appear alone on one line with a description of the goods beneath the word FORTA in type face no larger than one-half (1/2) the size employed in printing the word FORTA. The description of the goods may begin with the word "fibrous" but shall never include the word "fiber". Also the word "fibrous" shall not appear alone and shall be followed by some multi-lettered word, which is not an article or pronoun.

Exhibit D, ¶ 2.a.

20. As for advertising, Forta further agreed to the following restrictions in its advertising:

(i) In the headline portion of any advertisement, the mark FORTA shall appear alone on one line with a description of the goods beneath the word FORTA in type face no larger than one half (1/2) the size employed in printing the word FORTA. If that description begins with the word "fibrous", or the words "a fibrous", or some other article or pronoun proceeding the word "fibrous", then printed material at least twice the height of the largest

letter used in printing the word FORTA shall be interposed between the word FORTA and the description. The interposed printed material shall be a symbol, picture or some graphic design. Specifically, the aforementioned symbol may be:



If the first word of the description is not an article or pronoun but is a word of more than four (4) letters other than "fibrous", then the foregoing condition relating to the interposition of printed material shall not apply. However, all other provisions, including the size lettering and the use of the word FORTA on the first line with any description beneath as described above, shall apply.

(ii) In the text portion of any advertising, the use of the word "fiber" or "fibre", singular or plural, shall be used only in reference to products competitive with Forta Corporation's products and shall not be used in any manner in connection with or in reference to Forta Corporation's products, except when the word "fiber" or "fibre" (singular or plural) is immediately preceded by a chemical name other than polypropylene. If the word FORTA is used in any such text portion, it will never be followed immediately by the word "fibrous".

Exhibit D, ¶ 2.b.

21. The parties also agreed:

Should enforcement of this Agreement by either party be necessary in an action in equity or at law, it is hereby stipulated that the prevailing party in any such litigation shall be awarded reasonable attorneys fees and such other damages, both compensatory and punitive as the Court may determine. It shall not be necessary in any such action for Fortifiber Corporation to prove trademark infringement if the Court determines that the terms of this Agreement have been violated.

Exhibit D, ¶ 7.

22. Finally, the parties agreed:

This Agreement shall inure to the benefit of and be binding upon the respective successors, licensees, affiliates and assigns of the parties.

Exhibit D, ¶ 10.

Defendants' Recent Infringing Use of Fortifiber's FORTI- Family of Trademarks

23. On information and belief, on March 24, 2015, Forta caused Forta-Kote to be formed as a limited liability corporation in the Commonwealth of Pennsylvania. \

24. Forta-Kote thereafter began offering and marketing a number of inter-related products used in the building construction and remodeling trades. These products ("the Infringing Goods") include: (1) "Forta-Kote Super Stucco," a three-component polymerized cementitious protective coating that can be applied to a variety of vertical interior and exterior surfaces and which includes "Forta-Kote Bond" and "Forta-Kote Mesh"; (2) "Forta-Kote Tough Deck"; (3) "Forta-Kote Multisurface Waterproofing"; (4) "Forta-Kote Poly" (a single-component, water-based aliphatic polyurethane); and (5) "Forta-Kote NPW" (a sealer for cementitious materials). See Exhibits E-1 through E-5.

25. The Infringing Goods are similar or related to the weather-resistant barriers offered by Fortifiber, and in some cases are designed to be applied to building structures directly over Fortifiber's weather-resistant barriers bearing Fortifiber's FORTI-Family of trademarks.

26. Between April 2015 and July 2015, Forta filed three trademark registration applications with United States Patent and Trademark Office seeking the registration of three versions of the mark "Forta-Kote," each describing the goods as: "Coatings, namely, a cementitious powder mixed with the liquid acrylic placed on a fiberglass mesh for use as a building material." See Exhibits F-1 through F-3.

27. On January 19-21, 2016, the NAHB International Builders Show® (IBS) was held in Las Vegas, Nevada, which provides building industry professionals from around the globe an opportunity to discover products and innovative concepts designed to enhance their businesses. See Exhibit G.

28. As it has for many of the last 15 years, Fortifiber attended and maintained a booth at this trade show. See Exhibit H.

29. For the first time, Forta-Kote also attended and maintained a booth at this trade show. That is, on January 19-21, 2016, Forta-Kote, at its admitted first appearance at the NAHB International Builders Show® (IBS) in Las Vegas, Nevada, displayed and demonstrated its Infringing Goods at Booth S4205. See Exhibits H and I.

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30. Fortifiber thereby first became aware of Defendants' use of "Forta-Kote" in connection with the Infringing Goods during the January 2016 NAHB International Builders Show® (IBS) in Las Vegas, Nevada. Fortifiber had no prior knowledge that Defendants had adopted, sought registrations for, or were using a confusingly similar mark to Fortifiber's FORTI- Family of trademarks in similar or related goods.

31. Fortifiber subsequently learned that Defendants developed and maintains a website at www.Forta-Kote.com that markets and promotes the Infringing Goods under a confusingly similar mark to Fortifiber's FORTI- family of trademarks.

32. Defendants were aware of Fortifiber's trademark rights in at least the FORTIFIBER trademark since at least 1985 and are, on information and belief, aware of Fortifiber's trademark rights in Fortifiber's FORTI- Family of trademarks.

COUNT I

Trademark Infringement Under the Lanham Act

33. Fortifiber realleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

34. Upon information and belief, Defendants were, are, and continue to be well aware of the valuable goodwill and reputation represented by Fortifiber's FORTI- Family of trademarks.

35. The FORTA- prefix is the principal feature of "Forta-Kote" used by Defendants as a mark in association with the Infringing Goods. By using the FORTA- prefix, Defendants have intentionally adopted a confusingly similar mark to Fortifiber's FORTI- Family of trademarks, in view of the strength of Fortifiber's FORTI- Family of trademarks; the relatedness of the goods; the similarity of the marks in appearance, sound, connotation, and commercial impression; the identical marketing channels of trade used and customers to whom these products are sold; the type of goods and the degree of care likely to be exercised by the purchaser; Defendants' intent in selecting the mark despite actual knowledge of Fortifiber's trademark rights; and the likelihood of expansion of Fortifiber's product lines into building coatings, such as stucco.

36. Defendants' related building products employing "Forta-Kote" are sold, and are likely to continue being sold, throughout the United States in the same geographic trade markets as those through which Fortifiber's building products are sold under Fortifiber's FORTI- Family of trademarks. Upon information and belief, Defendants derive and will continue to derive substantial revenue from their infringing use of FORTA-KOTE in connection with sales of Defendants' building products in interstate commerce.

37. Defendants' activities, particularly the use in commerce of "Forta-Kote" in connection with building products, are likely to cause confusion or mistake or to deceive the public, including, without limitation, consumers and end users, into believing that Defendants' products are manufactured by Fortifiber or are sponsored, licensed, or authorized by, or affiliated, connected, or otherwise associated with Fortifiber. This confusion is likely to cause, has caused, and/or will continue to cause Fortifiber's FORTI- Family of trademarks to lose their ability to serve as a unique identifier of Fortifiber's building products.

38. Upon information and belief, Defendants' actions are intentional, willful, and in bad faith, and were committed with full knowledge of Fortifiber's prior ownership of the FORTI- Family of trademarks and Fortifiber's exclusive right to use and control the use of such trademarks.

39. Upon information and belief, Defendants have acted and continue to act intentionally, willfully, and in bad faith with the intent to capitalize upon Fortifiber's property rights and goodwill, all in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

40. Defendants' use of "Forta-Kote" causes initial interest confusion and a likelihood of confusion and has significantly injured Fortifiber's interests and will continue to do so unless immediately enjoined. Specifically, Defendants have: (a) traded upon and threaten to trade upon the significant and valuable goodwill established by Fortifiber; (b) have, are, and will continue to likely cause confusion

among the public as to the source of and affiliation with Fortifiber; and (c) have damaged and threaten to further damage the significant and valuable goodwill established by Fortifiber.

41. The foregoing acts of infringement have been and continue to be deliberate, willful, and wanton, making this an exceptional case within the meaning of 15 U.S.C. § 1117.

42. Fortifiber has no adequate remedy at law.

COUNT II

Federal Unfair Competition

43. Fortifiber realleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

44. The activities of Defendants constitute the use of words, terms, and names and combinations thereof that have previously, are currently, and will continue to cause confusion or to cause mistake or to deceive as to the affiliation, connection, or association of Defendants with Fortifiber, or as to the origin, sponsorship, or approval of Defendants' goods, services, or commercial activities by Fortifiber.

45. Upon information and belief, Defendants have actual knowledge of Fortifiber's ownership of the registered FORTI- Family of trademarks, and Defendants committed the foregoing acts with full knowledge that it was, is and will continue infringing upon Fortifiber's rights.

46. Defendants' activities as set forth above constitute violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

47. As a proximate result of Defendants' actions, Fortifiber has suffered and will continue to suffer great damage to its business, goodwill, reputation, profits, and the strength of Fortifiber's FORTI- Family of trademarks. The injury to Fortifiber is and continues to be ongoing and irreparable. An award of monetary damages alone cannot fully compensate Fortifiber for its injuries.

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48. The foregoing acts of infringement have been and continue to be deliberate, willful, and wanton, making this an exceptional case within the meaning of Section 35 of the Lanham Act, 15 U.S.C. § 1117.

49. Fortifiber has no adequate remedy at law.

COUNT III

Common Law Trademark Infringement and Unfair Competition Under Nevada Law

50. Fortifiber realleges each and every allegation contained in the preceding paragraphs this Complaint as though fully set forth herein.

51. Fortifiber's building products advertised and sold in connection with its FORTI- Family of trademarks are primarily used for commercial or residential purposes.

52. Defendants' infringing use of "Forta-Kote" violates Nevada law against trademark infringement and unfair competition because Fortifiber has protectable rights in Fortifiber's FORTI- Family of trademarks and because Defendants' acts have infringed on those protectable rights by causing, and continuing to cause, a likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods.

53. Upon information and belief, Defendants have received substantial revenues and substantial profits as a result of the infringing use of "Forta-Kote", to which Defendants are not entitled, and Fortifiber has also suffered damages as a result of the infringing use, for which Defendants are responsible.

54. Defendants' unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith, with knowledge that such conduct was, is, and will continue to be in direct contravention of Fortifiber's trademark rights.

55. Fortifiber and the general public have been, and continue to be, irreparably damaged by the violation of this statute, and Fortifiber has no adequate remedy at law. Unless enjoined, Defendants will continue to infringe upon Fortifiber's

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1 FORTI- Family of trademarks, causing further injury to Fortifiber and confusing the
2 public.

3 COUNT IV

4 Deceptive Trade Practices Under Nevada Law

5 56. Fortifiber realleges each and every allegation contained in the preceding
6 paragraphs of this Complaint as though fully set forth herein.

7 57. Fortifiber's building products advertised and sold in connection with its
8 FORTI- Family are primarily used for commercial or residential purposes.

9 58. Defendants' infringing use of "Forta-Kote" is a Deceptive Trade Practice
10 under Nevada law (Nev. Rev. Stat. §§ 41.600 and 598.0915) because Defendants have
11 in the course of their business: (1) knowingly passed off goods for sale as those of
12 Fortifiber; (2) knowingly made a false representation as to affiliation, connection,
13 association with Fortifiber; and (3) knowingly made or made a false representation as to
14 the source, sponsorship, approval of goods for sale; and it has caused, and continues
15 to cause, a probability of confusion or misunderstanding as to the source, sponsorship,
16 approval, or certification of goods.

17 59. The acts of Defendants have caused and are continuing to cause great
18 and irreparable harm to Fortifiber and, unless permanently enjoined by this Court, such
19 irreparable harm will continue.

20 COUNT V

21 Unjust Enrichment

22 60. Fortifiber realleges each and every allegation contained in the preceding
23 paragraphs of this Complaint as though fully set forth herein.

24 61. Defendants have benefitted by the unauthorized use of Fortifiber's
25 FORTI- Family of trademarks. This benefit has included, but is not limited to, revenue
26 and profits obtained from sales of Defendants' goods sold under the infringing "Forta-
27 Kote" designations which, in equity and good conscience, belongs to Fortifiber.

28 ///

62. Defendants' infringing use of and benefit from Defendants' "Forta-Kote" designations has injured and has resulted in inequity to Fortifiber as described above. It is not equitable to allow Defendants to benefit from the unauthorized use of "Forta-Kote" designations on building products.

63. The acts of Defendants have caused and are continuing to cause great and irreparable harm to Fortifiber and, unless permanently enjoined by this Court, such irreparable harm will continue.

COUNT VI

Breach of Contract

64. Fortifiber realleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

65. To resolve Defendants' prior infringement of Fortifiber's FORTI- Family of trademarks, Fortifiber in good faith negotiated and entered into the Settlement Agreement with Forta and its "respective successors, licensees, affiliates and assigns." Exhibit D, ¶ 10.

66. The Settlement Agreement is a valid, continuing and enforceable contract.

67. On information and belief, Forta-Kote is a subsidiary and corporate affiliate of Forta and is therefore equally subject to the terms of the Settlement Agreement as is Forta.

68. The Settlement Agreement terms of ¶¶ 2.a and 2.b are material elements of the Settlement Agreement.

69. The Settlement Agreement requires that "the mark FORTA shall appear alone on one line" and the "description of the goods beneath the word FORTA [shall be] in a typeface no larger than one-half (1/2) the size employed in printing the word FORTA." See Exhibit D, ¶¶ 2.a. and 2.b.

70. In Defendants' use of "Forta-Kote," the mark FORTA does not appear alone on one line and the description of the goods beneath the word FORTA are in many cases in a typeface that is larger than one half (1/2) the size employed in printing

the word FORTA, both of which violate ¶¶ 2.a. and 2.b. of the Settlement Agreement. See Exhibit D, ¶¶ 2.a. and 2.b, and Exhibits E-1 through E-5.

71. Defendants' use of "Forta-Kote" constitutes a breach of ¶¶ 2.a. and 2.b. of the Settlement Agreement and is a material breach of the Settlement Agreement.

72. Defendants purposefully, knowingly, and willingly adopted "Forta-Kote" with full knowledge of the existence of not only Fortifiber's FORTI- Family of trademark rights, but also of the Settlement Agreement and the terms of ¶¶ 2.a. and 2.b, both of which proscribe the use of FORTA.

73. As a proximate result of Defendants' breach, Fortifiber has suffered harm and damages and Fortifiber has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Fortifiber respectfully requests judgment against Defendants as follows:

A. Preliminarily and permanently enjoining and restraining Defendants and their respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with Defendants from using any "Forta-Kote" designations, or any designation that is confusingly or deceptively similar to Fortifiber's FORTI- Family of trademarks, either alone or in conjunction with other words or symbols, as part of any trademark, service trademark, logo, trade name, corporate name, assumed name, domain name, or in relation to any goods sold or distributed by Defendants, or in any other manner.

B. Directing such other relief as the Court may deem appropriate to prevent the trade and public from forming any erroneous impression that any product sold or otherwise distributed or promoted by Defendants is authorized by Fortifiber or that Fortifiber is related in any way to Defendants' Infringing Goods.

C. Directing Defendants, pursuant to Section 36 of the Lanham Act, 15 U.S.C. § 1118, to destroy all literature, signs, labels, prints, packages, wrappers, containers, advertising materials, internet content, stationary, software, and any other

1 items in their possession or control which contain the infringing designation "Forta-
 2 Kote," or any term confusingly or deceptively similar to Fortifiber's FORTI- Family of
 3 trademarks, either alone or in combination with other words or symbols, and to destroy
 4 all plates, molds, matrices, masters, and other mean of making any of those infringing
 5 items.

6 D. Directing Defendants to file with the Court and to serve upon Fortifiber
 7 within thirty (30) days after service of an injunction in this action, a written report by
 8 Defendants, under oath, setting forth in detail the manner in which Defendants have
 9 complied with the injunction.

10 E. Directing Defendants to specifically perform and comply with the terms of
 11 ¶¶ 2.a. and 2.b. of the Settlement Agreement executed by Forta in 1985.

12 F. Awarding Fortifiber all damages, including Defendants' profits, any
 13 damages sustained by Fortifiber, and the costs of the action, permitted by Section 35 of
 14 the Lanham Act, 15 U.S.C. § 1117, including trebled damages.

15 G. Awarding Fortifiber all profits, gains, benefits, and advantages derived by
 16 Defendants from its unjust enrichment and other conduct as alleged herein.

17 H. Awarding Fortifiber its damages by reason of Defendants' acts of
 18 trademark infringement, unfair competition, breach of contract, and unjust enrichment,
 19 in an amount to be established at trial.

20 I. Awarding Fortifiber exemplary and/or punitive damages by reason of
 21 Defendants' willful, intentional, and malicious acts described herein, in an amount to be
 22 established at trial.

23 J. Awarding Fortifiber reasonable attorney fees pursuant to Section 35(a) of
 24 the Lanham Act, 15 U.S.C. § 1117(a) and the Settlement Agreement and the costs of
 25 this action.

26 K. Awarding Fortifiber such further relief as this Court deems just and proper.

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JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Fortifiber demands a trial by jury on any and all issues so triable under applicable law.

Dated this 11th day of February, 2016.

MCDONALD CARANO WILSON, LLP

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EXHIBIT A

EXHIBIT A

EXHIBIT A-1

EXHIBIT A-1

Int. Cls.: 17, 19 and 27

Prior U.S. Cls.: 1, 5, 12, 13, 19, 20, 33, 35, 37, 42 and 50

Reg. No. 2,839,612

United States Patent and Trademark Office

Registered May 11, 2004

**TRADEMARK
PRINCIPAL REGISTER**

FORTIFIBER

**FORTIFIBER CORPORATION (CALIFORNIA
CORPORATION)
1001 TAHOE BOULEVARD
INCLINE VILLAGE, NV 894519309**

**FOR: NON-METAL WATER VAPOR BARRIERS,
IN CLASS 17 (U.S. CLS. 1, 5, 12, 13, 35 AND 50).**

FIRST USE 3-0-1995; IN COMMERCE 3-0-1995.

**FOR: BUILDING MATERIALS, NAMELY, NON-
METAL WEATHER RESISTIVE BUILDING PAPER
FOR ALL-PURPOSE CONSTRUCTION USE; NON-
METAL WINDOW FLASHING AND DOOR FLASH-
ING; NON-METAL FLOORING AND TILE UNDER-
LAYMENT; NON-METAL CONCRETE CURING
PAPERS, IN CLASS 19 (U.S. CLS. 1, 12, 33 AND 50).**

FIRST USE 3-0-1955; IN COMMERCE 3-0-1955.

**FOR: NON-METAL FINISHED FLOOR PROTEC-
TION SHEETS, IN CLASS 27 (U.S. CLS. 19, 20, 37, 42
AND 50).**

FIRST USE 3-0-1995; IN COMMERCE 3-0-1995.

OWNER OF U.S. REG. NOS. 571,230 AND 573,179.

SER. NO. 76-462,717, FILED 10-29-2002.

TONI HICKEY, EXAMINING ATTORNEY

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Mark: FORTIFIBER

FORTIFIBER

US Serial Number: 76462717
Application Filing Date:
Oct. 29, 2002
US Registration Number: 2839612
Registration Date:
May 11, 2004
Register:
Principal
Mark Type:
Trademark
Status:
The registration has been renewed.
Status Date:
Oct. 18, 2013
Publication Date: Feb. 17, 2004

Mark Information

Mark Literal Elements:
FORTIFIBER
Standard Character Claim:
No
Mark Drawing Type:
1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Related Properties Information

Claimed Ownership of US Registrations:
0571230, 0573179

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability, and
- Asterisks "*" identify additional (new) wording in the goods/services.

For:
NON-METAL WATER VAPOR BARRIERS
International Class(es): 017 - Primary Class
U.S Class(es):
001, 005, 012, 013, 035, 050
Class Status:
ACTIVE
Basis:
1(a)
First Use: Mar. 1955
Use in Commerce:
Mar. 1955

For:
BUILDING MATERIALS, NAMELY, NON-METAL WEATHER RESISTIVE BUILDING PAPER FOR ALL-PURPOSE CONSTRUCTION USE; NON-METAL WINDOW FLASHING AND DOOR FLASHING; NON-METAL FLOORING AND TILE UNDERLAYMENT; NON-METAL CONCRETE CURING PAPERS
International Class(es): 019 - Primary Class
U.S Class(es):
001, 012, 033, 050

Class Status:

ACTIVE

Basis:

1(a)

First Use: Mar. 1955

Use In Commerce:

Mar. 1955

For:

NON-METAL FINISHED FLOOR PROTECTION SHEETS

International Class(es): 027 - Primary Class

U.S Class(es):

019, 020, 037, 042, 050

Class Status:

ACTIVE

Basis:

1(a)

First Use: Mar. 1955

Use In Commerce:

Mar. 1955

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information**Owner Name:**

Fortifiber Corporation

Owner Address:300 Industrial Drive
Fernley, NEVADA 89408
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where
Organized:

CALIFORNIA

Attorney/Correspondence Information**Attorney of Record**

Attorney Name: Steven L. Underwood

Docket Number:

FOR009 T310A

Attorney Primary Email plomail@pricsheneveld.com
Address:Attorney Email
Authorized:

Yes

CorrespondentCorrespondent
Name/Address:Steven L. Underwood
PRICE HENEVELD LLP
695 KENMOOR SE, PO BOX 2567
GRAND RAPIDS, MICHIGAN 49501
UNITED STATES

Phone: (616) 949-9610

Fax:

(616) 957-8196

Correspondent e-mail: plomail@pricsheneveld.comCorrespondent e-mail
Authorized:

Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Oct. 18, 2013	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Oct. 18, 2013	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	69471
Oct. 18, 2013	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	69471
Oct. 15, 2013	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	69471
Oct. 18, 2013	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	69471
Oct. 15, 2013	TEAS SECTION 8 & 9 RECEIVED	
Jan. 12, 2010	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	70132
Aug. 21, 2009	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	70132
Aug. 31, 2009	ASSIGNED TO PARALEGAL	70132
Aug. 21, 2009	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Aug. 21, 2009	PAPER RECEIVED	
Oct. 18, 2004	CERTIFICATE OF CORRECTION ISSUED	
Aug. 16, 2004	SEC 7 REQUEST FILED	
Aug. 16, 2004	PAPER RECEIVED	
May 11, 2004	REGISTERED-PRINCIPAL REGISTER	
Feb. 17, 2004	PUBLISHED FOR OPPOSITION	
Jan. 28, 2004	NOTICE OF PUBLICATION	
Dec. 14, 2003	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 09, 2003	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Oct. 09, 2003	PAPER RECEIVED	
May 29, 2003	NON-FINAL ACTION MAILED	
May 27, 2003	ASSIGNED TO EXAMINER	76612

Maintenance Filings or Post Registration Information

**Affidavit of Continued
Use:**

Section 8 - Accepted

**Affidavit of
Incontestability:**

Section 15 - Accepted

Renewal Date:

May 11, 2014

Change in Registration:

Yes

**Correction made to
Registration:**

In the statement, Column 1, line 7, "FIRST USE 3-0-1995, IN COMMERCE 3-0-1995" should be deleted, and, FIRST USE 3-0-1955, IN COMMERCE 3-0-1955 should be inserted. In the statement, Column 2, line 5, "FIRST USE 3-0-1995, IN COMMERCE 3-0-1995" should be deleted, and, FIRST USE 3-0-1955, IN COMMERCE 3-0-1955 Should be Inserted.

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location:

Oct. 18, 2013

EXHIBIT A-2

EXHIBIT A-2

Int. Cl.: 19

Prior U.S. Cls.: 1, 12, 33 and 50

United States Patent and Trademark Office

Reg. No. 2,622,665

Registered Sep. 24, 2002

**TRADEMARK
PRINCIPAL REGISTER**

FORTIFLASH

**FORTIFIBER CORPORATION (CALIFORNIA
CORPORATION), DBA FORTIFIBER BUILD-
ING PRODUCTS SYSTEMS
1001 TAHOE BOULEVARD
INCLINE VILLAGE, NV 894519512**

**FOR: NON-METAL BUILDING MATERIALS FOR
WEATHERPROOFING DOOR FRAMES, NAMELY,
DOOR FLASHING AND NON-METAL BUILDING
MATERIALS FOR WEATHERPROOFING WINDOW**

**FRAMES, NAMELY, WINDOW FLASHING, IN
CLASS 19 (U.S. CLS. 1, 12, 33 AND 50).**

FIRST USE 9-2-1999; IN COMMERCE 9-2-1999.

SER. NO. 75-719,321, FILED 6-2-1999.

**HELLEN BRYAN-JOHNSON, EXAMINING ATTOR-
NEY**

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Mark: FORTIFLASH

FORTIFLASH

US Serial Number: 75719321 **Application Filing Date:**
 Jun. 02, 1999
US Registration Number: 2822685 **Registration Date:**
 Sep. 24, 2002
Register:
 Principal
Mark Type:
 Trademark
Status:
 The registration has been renewed.
Status Date:
 Dec. 23, 2011
Publication Date: Jul. 02, 2002

Mark Information

Mark Literal Elements:
 FORTIFLASH
Standard Character Claim:
 No
Mark Drawing Type:
 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For:

Non-metal building materials for weatherproofing door frames, namely, door flashing and non-metal building materials for weatherproofing window frames, namely, window flashing

International Class(es): 019 - Primary Class **U.S Class(es):**
 001, 012, 033, 050

Class Status:
 ACTIVE

Basis:
 1(a)

First Use: Sep. 02, 1999 **Use In Commerce:**
 Sep. 02, 1999

Basis Information (Case Level)

Filed Use: No	Currently Use: Yes	Amended Use: No
Filed ITU: Yes	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name:
Fortifiber Corporation
DBA, AKA, Formerly:
DBA Fortifiber Building Products Systems
Owner Address:
419 WEST PLUMB LANE
RENO, NEVADA 89509
UNITED STATES
Legal Entity Type: CORPORATION

**State or Country Where
Organized:**

CALIFORNIA

Attorney/Correspondence Information

Attorney Name: STEVEN L. UNDERWOOD
Attorney of Record
Docket Number:
000,277

Correspondent
Name/Address:
STEVEN L. UNDERWOOD
PRICE HENEVELD LLP
POST OFFICE BOX 2587
895 KENMOOR, S.E.
GRAND RAPIDS, MICHIGAN 49501
UNITED STATES

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Dec. 23, 2011	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	77315
Dec. 23, 2011	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	77315
Dec. 19, 2011	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	77315
Dec. 19, 2011	PAPER RECEIVED	
Nov. 26, 2007	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	77315
Nov. 19, 2007	ASSIGNED TO PARALEGAL	77315
Nov. 13, 2007	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Nov. 13, 2007	PAPER RECEIVED	
Oct. 01, 2007	CASE FILE IN TICRS	
Sep. 24, 2002	REGISTERED-PRINCIPAL REGISTER	
Jul. 02, 2002	PUBLISHED FOR OPPOSITION	
Jun. 12, 2002	NOTICE OF PUBLICATION	
Apr. 04, 2002	REG. CANCELLED - RESTORED TO PENDENCY	
Feb. 07, 2002	SEC 7 REQUEST FILED	
Dec. 18, 2001	REGISTERED-PRINCIPAL REGISTER	
Sep. 25, 2001	PUBLISHED FOR OPPOSITION	
Sep. 05, 2001	NOTICE OF PUBLICATION	
Mar. 13, 2001	REG. CANCELLED - RESTORED TO PENDENCY	
Feb. 23, 2001	POST REGISTRATION ACTION MAILED NO RESPONSE REQUIRED	
Nov. 13, 2000	SEC 7 REQUEST FILED	
Oct. 24, 2000	REGISTERED-PRINCIPAL REGISTER	
Aug. 01, 2000	PUBLISHED FOR OPPOSITION	
Jun. 30, 2000	NOTICE OF PUBLICATION	
Apr. 10, 2000	APPROVED FOR PUB - PRINCIPAL REGISTER	
Apr. 10, 2000	USE AMENDMENT ACCEPTED	
Mar. 17, 2000	EXAMINER'S AMENDMENT MAILED	
Dec. 10, 1999	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Jan. 27, 2000	AMENDMENT TO USE PROCESSING COMPLETE	
Dec. 10, 1999	USE AMENDMENT FILED	
Sep. 24, 1999	NON-FINAL ACTION MAILED	
Sep. 22, 1999	ASSIGNED TO EXAMINER	71547

Sep. 22, 1999 ASSIGNED TO EXAMINER

76843

Maintenance Filings or Post Registration Information

**Affidavit of Continued
Use:**

Section 8 - Accepted

**Affidavit of
Incontestability:**

Section 15 - Accepted

Renewal Date:

Sep. 24, 2012

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date In Location:

Dec. 23, 2011

EXHIBIT A-3

EXHIBIT A-3

Int. Cl.: 19

Prior U.S. Cls.: 1, 12, 33, and 50

United States Patent and Trademark Office

Reg. No. 2,568,416

Registered May 7, 2002

**TRADEMARK
PRINCIPAL REGISTER**

FORTIFLASH 40

FORTIFIBER CORPORATION (CALIFORNIA
CORPORATION), DBA FORTIFIBER BUILD-
ING PRODUCTS SYSTEMS,
1001 TAHOE BOULEVARD
INCLINE VILLAGE, NV 894519512

FOR: NON-METAL BUILDING MATERIALS FOR
WEATHERPROOFING WINDOW AND DOOR
FRAMES, NAMELY, WINDOW FLASHING AND

DOOR FLASHING, IN CLASS 19 (U.S. CLS. 1, 12, 33
AND 50).

FIRST USE 12-31-2000; IN COMMERCE 12-31-2000.

SN 76-171,241, FILED 11-27-2000.

HELLEN BRYAN-JOHNSON, EXAMINING ATTOR-
NEY

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Mark: FORTIFLASH 40

FORTIFLASH 40

US Serial Number: 76171241**Application Filing Date:**

Nov. 27, 2000

US Registration Number: 2568416**Registration Date:**

May 07, 2002

Register:

Principal

Mark Type:

Trademark

Status:

The registration has been renewed.

Status Date:

Aug. 18, 2011

Publication Date: Jul. 31, 2001**Notice of Allowance Date:**

Oct. 23, 2001

Mark Information

Mark Literal Elements:

FORTIFLASH 40

Standard Character Claim:

No

Mark Drawing Type:

5 - AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) INSTYLIZED FORM

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For:

NON-METAL BUILDING MATERIALS FOR WEATHERPROOFING WINDOW AND DOOR FRAMES, NAMELY, WINDOW FLASHING AND DOOR FLASHING

International Class(es): 019 - Primary Class**U.S Class(es):**

001, 012, 033, 050

Class Status:

ACTIVE

Basis:

1(a)

First Use: Dec. 31, 2000**Use In Commerce:**

Dec. 31, 2000

Basis Information (Case Level)

Filed Use: No**Currently Use:** Yes**Amended Use:** No**Filed ITU:** Yes**Currently ITU:** No**Amended ITU:** No**Filed 44D:** No**Currently 44D:** No**Amended 44D:** No**Filed 44E:** No**Currently 44E:** No**Amended 44E:** No**Filed 66A:** No**Currently 66A:** No**Filed No Basis:** No**Currently No Basis:** No

Current Owner(s) Information

Owner Name:

Fortifiber Corporation

DBA, AKA, Formerly:

DBA Fortifiber Building Products Systems

Owner Address:300 Industrial Drive
Femley, NEVADA 89408
UNITED STATES**Legal Entity Type:** CORPORATION**State or Country Where
Organized:**

CALIFORNIA

Attorney/Correspondence Information**Attorney of Record****Attorney Name:** STEVEN L UNDERWOOD**Docket Number:**

FOR08 T-339

Correspondent**Correspondent
Name/Address:**STEVEN L UNDERWOOD
PRICE HENEVELD COOPER DEWITT & LITTON
P O BOX 2567
695 KENMOOR, SE
GRAND RAPIDS, MICHIGAN 49501
UNITED STATES**Domestic Representative - Not Found****Prosecution History**

Date	Description	Proceeding Number
Aug. 18, 2011	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	71378
Aug. 18, 2011	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	71378
Aug. 08, 2011	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	71378
Aug. 08, 2011	PAPER RECEIVED	
Aug. 27, 2007	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	71378
Aug. 17, 2007	CASE FILE IN TICRS	
Aug. 16, 2007	ASSIGNED TO PARALEGAL	71378
Jul. 23, 2007	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Jul. 23, 2007	PAPER RECEIVED	
May 07, 2002	REGISTERED-PRINCIPAL REGISTER	
Feb. 01, 2002	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Feb. 07, 2001	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Feb. 05, 2001	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Nov. 15, 2001	NON-FINAL ACTION MAILED	
Nov. 05, 2001	ASSIGNED TO EXAMINER	71547
Oct. 31, 2001	STATEMENT OF USE PROCESSING COMPLETE	
Oct. 23, 2001	USE AMENDMENT FILED	
Oct. 23, 2001	NOA MAILED - SOU REQUIRED FROM APPLICANT	
Jul. 31, 2001	PUBLISHED FOR OPPOSITION	
Jul. 18, 2001	NOTICE OF PUBLICATION	
May 02, 2001	APPROVED FOR PUB - PRINCIPAL REGISTER	
Apr. 23, 2001	ASSIGNED TO EXAMINER	71547
Apr. 20, 2001	EXAMINER'S AMENDMENT MAILED	
Apr. 01, 2001	ASSIGNED TO EXAMINER	71547
Mar. 26, 2001	ASSIGNED TO EXAMINER	78428

Maintenance Filings or Post Registration Information**Affidavit of Continued
Use:**

Section 8 - Accepted

Affidavit of
Incontestability;

Section 15 - Accepted

Renewal Date:

May 07, 2012

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date In Location:

Aug. 18, 2011

EXHIBIT A-4

EXHIBIT A-4

Int. Cls.: 16, 17 and 19

**Prior U.S. Cls.: 1, 2, 5, 12, 13, 22, 23, 29, 33, 35, 37, 38
and 50**

United States Patent and Trademark Office

Reg. No. 3,039,094

Registered Jan. 10, 2006

**TRADEMARK
PRINCIPAL REGISTER**

FORTIFIBER BUILDING SYSTEMS GROUP

FORTIFIBER CORPORATION (CALIFORNIA
CORPORATION)
1001 TAHOE BOULEVARD
INCLINE VILLAGE, NV 894519309

FOR: PAPER BAGS AND LAMINATED PAPER IN
ROLL AND SHEET FORM, IN CLASS 16 (U.S. CLS. 2,
5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 7-1-2003; IN COMMERCE 7-1-2003.

FOR: BUILDING MATERIALS, NAMELY, NON-
METAL WATER VAPOR BARRIERS, IN CLASS 17
(U.S. CLS. 1, 5, 12, 13, 35 AND 50).

FIRST USE 7-1-2003; IN COMMERCE 7-1-2003.

FOR: NON-METAL WINDOW FLASHING AND
DOOR FLASHING; NON-METAL CONCRETE CUR-
ING PAPERS, NON-METAL FINISHING FLOOR-

ING AND TILE UNDERLAYMENT, IN CLASS 19
(U.S. CLS. 1, 12, 33 AND 50).

FIRST USE 7-1-2003; IN COMMERCE 7-1-2003.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 571,230, 573,179, AND
2,839,612.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "BUILDING SYSTEMS GROUP",
APART FROM THE MARK AS SHOWN.

SER. NO. 76-575,962, FILED 2-18-2004.

BRIAN PINO, EXAMINING ATTORNEY

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Mark: FORTIFIBER BUILDING SYSTEMS GROUP

FORTIFIBER BUILDING SYSTEMS GROUP

US Serial Number: 76575962

Application Filing Date:

Feb. 18, 2004

US Registration Number: 3039094

Registration Date:

Jan. 10, 2006

Register:

Principal

Mark Type:

Trademark

Status:

The registration has been renewed.

Status Date:

Mar. 25, 2015

Publication Date: Oct. 18, 2005

Mark Information

Mark Literal Elements:

FORTIFIBER BUILDING SYSTEMS GROUP

Standard Character Claim:

Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type:

4 - STANDARD CHARACTER MARK

Disclaimer:

"BUILDING SYSTEMS GROUP"

Related Properties Information

Claimed Ownership of US

Registrations:

0571230, 0573179, 2839612

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For:

PAPER BAGS AND LAMINATED PAPER IN ROLL AND SHEET FORM

International Class(es): 016 - Primary Class

U.S. Class(es):

002, 005, 022, 023, 029, 037, 038, 050

Class Status:

ACTIVE

Base:

1(a)

First Use: Jul. 01, 2003

Use in Commerce:

Jul. 01, 2003

For:

BUILDING MATERIALS, NAMELY, NON-METAL WATER VAPOR BARRIERS

International Class(es): 017 - Primary Class

U.S. Class(es):

001, 005, 012, 013, 035, 050

Class Status:

ACTIVE

Basic:

1(a)

First Use: Jul. 01, 2003

Use In Commerce:

Jul. 01, 2003

For:

NON-METAL WINDOW FLASHING AND DOOR FLASHING; NON-METAL CONCRETE CURING PAPERS, NON-METAL FINISHING FLOORING AND TILE UNDERLAYMENT

International Class(es): 019 - Primary Class

U.S Class(es):

001, 012, 033, 050

Class Status:

ACTIVE

Basic:

1(a)

First Use: Jul. 01, 2003

Use In Commerce:

Jul. 01, 2003

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information**Owner Name:**

Fortifiber Corporation

Owner Address:300 Industrial Boulevard
FERNLEY, NEVADA 89408
UNITED STATES

Legal Entity Type: CORPORATION

State or Country Where
Organized:

CALIFORNIA

Attorney/Correspondence Information**Attorney of Record**

Attorney Name: STEVEN L. UNDERWOOD

Docket Number:

FOR009 T344

Attorney Primary Email Address: ptomail@priceheneveld.comAttorney Email
Authorized:

Yes

CorrespondentCorrespondent
Name/Address:STEVEN L. UNDERWOOD
PRICE HENEVELD LLP
695 KENMOOR SE, PO BOX 2667
GRAND RAPIDS, MICHIGAN 49501
UNITED STATES

Phone: 616-949-9810

Fax:

616-957-8196

Correspondent e-mail: ptomail@priceheneveld.comCorrespondent e-mail
Authorized:

Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Mar. 25, 2015	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Mar. 25, 2015	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	77315
Mar. 25, 2015	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	77315
Mar. 25, 2015	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	77315
Mar. 09, 2015	TEAS SECTION 8 & 9 RECEIVED	
Aug. 05, 2011	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - MAILED	
Aug. 05, 2011	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	77315
May 03, 2011	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	77315
Aug. 05, 2011	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	77315
May 03, 2011	PAPER RECEIVED	
Jan. 10, 2006	REGISTERED-PRINCIPAL REGISTER	
Oct. 18, 2005	PUBLISHED FOR OPPOSITION	
Sep. 28, 2005	NOTICE OF PUBLICATION	
Jul. 05, 2005	LAW OFFICE PUBLICATION REVIEW COMPLETED	74193
Jul. 01, 2005	ASSIGNED TO LIE	74193
Jun. 24, 2005	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jun. 23, 2005	AMENDMENT FROM APPLICANT ENTERED	76539
Jun. 15, 2005	CORRESPONDENCE RECEIVED IN LAW OFFICE	76539
Jun. 15, 2005	PAPER RECEIVED	
Apr. 11, 2005	FINAL REFUSAL MAILED	
Apr. 08, 2005	FINAL REFUSAL WRITTEN	76638
Apr. 01, 2005	AMENDMENT FROM APPLICANT ENTERED	76532
Mar. 15, 2005	CORRESPONDENCE RECEIVED IN LAW OFFICE	76532
Mar. 15, 2005	PAPER RECEIVED	
Sep. 14, 2004	COMBINED EXAMINER'S AMENDMENT/PRIORITY ACTION ENTERED	88888
Sep. 14, 2004	EXAMINER'S AMENDMENT AND/OR PRIORITY ACTION MAILED	
Sep. 13, 2004	EXAMINER'S AMENDMENT AND/OR PRIORITY ACTION - COMPLETED	76638
Sep. 08, 2004	ASSIGNED TO EXAMINER	76638
Mar. 01, 2004	NEW APPLICATION ENTERED IN TRAM	

Maintenance Filings or Post Registration Information

**Affidavit of Continued
Use:**

Section 8 - Accepted

**Affidavit of
Incontestability:**

Section 15 - Accepted

Renewal Date:

Jan. 10, 2016

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location:

Mar. 25, 2015

EXHIBIT A-5

EXHIBIT A-5

United States of America
United States Patent and Trademark Office

FORTIFLEX

Reg. No. 4,194,184

Registered Aug. 21, 2012

Int. Cl.: 19

TRADEMARK

PRINCIPAL REGISTER

FORTIFIBER CORPORATION (NEVADA CORPORATION)
300 INDUSTRIAL DRIVE
FERNLEY, NV 89408

FOR: NON-METAL BUILDING MATERIALS FOR WEATHERPROOFING WINDOW FRAMES,
NAMELY, SELF-ADHESIVE WINDOW FLASHING, IN CLASS 19 (U.S. CLS. 1, 12, 33 AND
50).

FIRST USE 12-20-2011; IN COMMERCE 12-20-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-510,073, FILED 1-6-2012.

MATTHEW KLINE, EXAMINING ATTORNEY



David J. Kypas

Director of the United States Patent and Trademark Office

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Mark: FORTIFLEX

FORTIFLEX

US Serial Number: 85510073

Application Filing Date:

Jan. 08, 2012

US Registration Number: 4194184

Registration Date:

Aug. 21, 2012

Register:

Principal

Mark Type:

Trademark

Status:

Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date:

Aug. 21, 2012

Publication Date: Jun. 05, 2012

Mark Information

Mark Literal Elements:

FORTIFLEX

Standard Character Claim:

Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type:

4 - STANDARD CHARACTER MARK

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For:

non-metal building materials for weatherproofing window frames, namely, self-adhesive window flashing

International Class(es): 019 - Primary Class

U.S. Class(es):

001, 012, 033, 050

Class Status:

ACTIVE

Basis:

1(a)

First Use: Dec. 20, 2011

Use in Commerce:

Dec. 20, 2011

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name:
FORTIFIBER CORPORATION

Owner Address:
300 Industrial Drive
Femley, NEVADA 89408
UNITED STATES

Legal Entity Type: CORPORATION

**State or Country Where
Organized:**

NEVADA

Attorney/Correspondence Information

Attorney Name: STEVEN L. UNDERWOOD
FOR009 T362
Attorney Primary Email Address: plomall@priceheneveld.com
No
Attorney of Record
Docket Number:
Attorney Email Authorized:

Correspondent
Correspondent Name/Address:
STEVEN L. UNDERWOOD
PRICE HENEVELD LLP
PO BOX 2567
GRAND RAPIDS, MICHIGAN 49501-2567
UNITED STATES
Phone: 616.949.9610
616.857.8196
Correspondent e-mail: plomall@priceheneveld.com
Yes
Correspondent e-mail Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Aug. 21, 2012	REGISTERED-PRINCIPAL REGISTER	
Jun. 05, 2012	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 05, 2012	PUBLISHED FOR OPPOSITION	
May 16, 2012	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Apr. 12, 2012	APPROVED FOR PUB - PRINCIPAL REGISTER	
Apr. 12, 2012	ASSIGNED TO EXAMINER	72471
Jan. 11, 2012	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Jan. 10, 2012	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None
File Location
Current Location: PUBLICATION AND ISSUE SECTION
Aug. 21, 2012
Date in Location:

EXHIBIT A-6

EXHIBIT A-6

United States of America
United States Patent and Trademark Office

FORTISEAL

Reg. No. 4,600,337

Registered Sep. 9, 2014

Int. Cl.: 19

TRADEMARK

PRINCIPAL REGISTER

FORTIFIBER CORPORATION (NEVADA CORPORATION)
300 INDUSTRIAL DRIVE
FERNLEY, NV 89408

FOR: NON-METAL BUILDING MATERIALS FOR WEATHERPROOFING BUILDINGS,
NAMELY, POLYMER-BASED, PRE-SIZED FLASHING MEMBRANE, IN CLASS 19 (U.S.
CLS. 1, 12, 33 AND 50).

FIRST USE 5-1-2013; IN COMMERCE 5-1-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-138,452, FILED 12-9-2013.

JORDAN BAKER, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

Generated on:

This page was generated by TSDR on 2016-02-04 08:28:57 EST

Mark: FORTISEAL

FORTISEAL**US Serial Number:** 86138452**Application Filing Date:**

Dec. 09, 2013

US Registration Number: 4600337**Registration Date:**

Sep. 09, 2014

Register:

Principal

Mark Type:

Trademark

Status:

Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date:

Sep. 09, 2014

Publication Date: Jun. 24, 2014

Mark Information

Mark Literal Elements:

FORTISEAL

Standard Character Claim:

Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type:

4 - STANDARD CHARACTER MARK

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For:

non-metal building materials for weatherproofing buildings, namely, polymer-based, pre-sized flashing membrane

International Class(es): 019 - Primary Class**U.S Class(es):**

001, 012, 033, 050

Class Status:

ACTIVE

Basis:

1(a)

First Use: May 01, 2013**Use in Commerce:**

May 01, 2013

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

Current Owner(s) Information

Owner Name:

Fortifiber Corporation

Owner Address:300 Industrial Drive
Fernley, NEVADA 89408
UNITED STATES**Legal Entity Type:** CORPORATION**State or Country Where
Organized:**

NEVADA

Attorney/Correspondence Information

Attorney of Record**Attorney Name:** Steven L. Underwood**Docket Number:**

FOR009 T364

**Attorney Primary Email
Address:** ptomall@priceheneveld.com**Attorney Email
Authorized:**

Yes

Correspondent**Correspondent
Name/Address:**STEVEN L. UNDERWOOD
PRICE HENEVELD LLP
PO BOX 2567
GRAND RAPIDS, MICHIGAN 49501-2567
UNITED STATES**Phone:** 6169499610**Correspondent e-mail:** ptomall@priceheneveld.com**Correspondent e-mail
Authorized:**

Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 09, 2014	REGISTERED-PRINCIPAL REGISTER	
Jun. 24, 2014	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 24, 2014	PUBLISHED FOR OPPOSITION	
Jun. 04, 2014	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
May 21, 2014	LAW OFFICE PUBLICATION REVIEW COMPLETED	68123
May 20, 2014	ASSIGNED TO LIE	68123
May 07, 2014	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 06, 2014	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
May 06, 2014	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
May 06, 2014	TEAS REQUEST FOR RECONSIDERATION RECEIVED	
Apr. 21, 2014	NOTIFICATION OF FINAL REFUSAL EMAILED	
Apr. 21, 2014	FINAL REFUSAL E-MAILED	
Apr. 21, 2014	FINAL REFUSAL WRITTEN	81878
Apr. 18, 2014	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Apr. 18, 2014	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Apr. 18, 2014	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Apr. 01, 2014	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Apr. 01, 2014	NON-FINAL ACTION E-MAILED	6325
Apr. 01, 2014	NON-FINAL ACTION WRITTEN	81878
Mar. 19, 2014	ASSIGNED TO EXAMINER	81878
Dec. 24, 2013	NOTICE OF PSEUDO MARK E-MAILED	
Dec. 21, 2013	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Dec. 12, 2013	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None

	File Location	
Current Location: PUBLICATION AND ISSUE SECTION		Date in Location:
Sep. 09, 2014		

EXHIBIT B

EXHIBIT B



Fortifiber Building Systems Group*

*Protecting Your World from the Elements**

- **PRODUCTS**
- **LEED**
- **FORTIFACTS**
- **NEWS AND EVENTS**
- **WHERE TO BUY**
- **ABOUT US**
- **CONTACT FORTIFIBER**

Technical Information

You will find Product Data Sheets, Material Safety Data Sheets and Product Installation Guides organized by product line in this Reference Library.

Downloads require Adobe's Acrobat Reader installed in your computer. You can obtain it free from Adobe.



Asphalt Saturated Building Paper	Housewrap	Window & Door Flashing	Flooring & Tile	Concrete	Roofing	Other Products
Two-Ply Super Jumbo Tex 60 Minute	WeatherSmart	Moistop E-Z Seal	Aquabar "B"	Moistop Ultra 15	Tn-Pl	Builders Shims
Super Jumbo Tex 60 Minute	WeatherSmart Drainable	FortiFlash	FortiFlash for Floors	Moistop Ultra 10		Rolled Furring Strips
Two-Ply Jumbo Tex	WeatherSmart Commercial	FortiFlash Butyl	HWD-15	Moistop Ultra 6		
Jumbo Tex	PlyDry	FortiFlash Commercial	Scribe Rite Black	Moistop Tape & The Boot		
	Weather Tex	FortiFlex	Scribe Rite White	Orange Label Sisalkraft		
	Hydro Tex	Moistop neXT		FortiKure		
	Fortifiber Sheathing Tape	Moistop PF	Seekure			
		Moistop Corner Shield	Red Rosin			
		FortiSeal	Utility Paper			
		L7 Flashing	FortiBoard			
		Moistop Sealant	FortiBoard Tape			
		Moistop Brick Flashing				
		Fortifiber Primer				

EXHIBIT C

EXHIBIT C

Wiss, Janney, Elstner acquires Erlin, Hime

Wiss, Janney, Elstner Associates Inc. (WJE), a Northbrook, Illinois-based consulting engineering firm, has acquired the assets of Erlin, Hime Associates Inc. (EHA), consultants in chemistry and petrography of concrete and in performance of construction materials, also based in Northbrook. WJE is nationally known for its work in consulting on structures and materials, especially

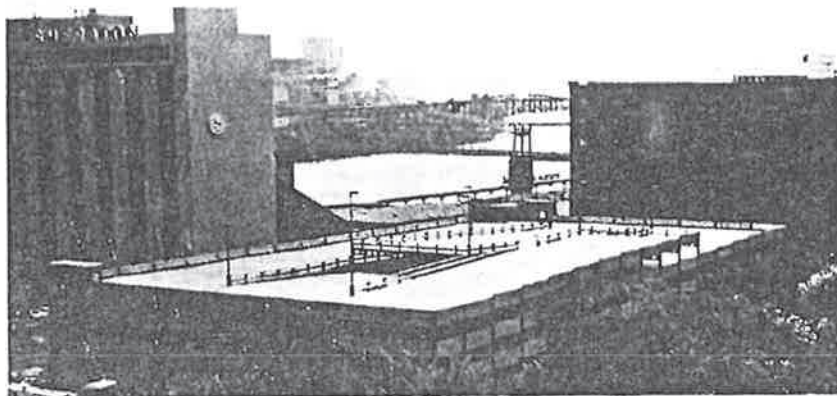
in evaluating the causes of major failures and collapses.

Announcement of the acquisition was made by John Hanson, President of WJE, and Bernard Erlin, Principal and Manager of EHA. Hanson said WJE will establish a new unit known as Erlin, Hime Associates, a division of Wiss, Janney, Elstner Associates Inc. According to William G. Hime, who will serve as Principal of the Erlin, Hime Associates division of WJE, the acquisition will provide significant benefits for WJE and EHA clients by combining the

petrographic and chemical expertise

EHA and the engineering excellence of WJE. This will allow a team approach in investigations of construction and materials failures and of applications of new materials and techniques to construction procedures. The acquisition also will provide the division with the resources necessary to enhance the former operation of EHA, at the time of its acquisition the largest of its type in the country.

In addition to its main facilities and laboratories in Northbrook, WJE operates satellite offices in Honolulu, Denver, Dallas, San Francisco and Princeton, New Jersey. WJE will also use former EHA facilities and laboratories in Northbrook and Austin, Texas.



VERSUS WIRE MESH, FORTA FIBRE SAVES 9 CENTS PER SQUARE FOOT IN GARAGE CONSTRUCTION.

For the construction of Pittsburgh's four-level Station Square Parking Garage, the contractor—Navarro Corporation—chose Forta Fibre reinforcement as an alternative to 6-gauge wire mesh in the 340 cubic yards of slab-

on-grade concrete.

During the concrete construction phase, six man-days were reportedly saved and Forta Fibre achieved an in-place savings of nine cents per square foot, compared with wire mesh.

Forta Fibre—the Perfect Mix

Exactly 1.6 pounds of polypropylene fibre is the ideal quantity needed to reinforce one cubic yard of concrete. Independent research has proved this. That's why we package Forta Fibre in 1.6 pound bags. It's the *minimum* needed to do the job effectively.

- Forta Fibre is a 3-dimensional secondary reinforcement.
- It increases durability, ductility, impact resistance and energy absorption of concrete and reduces plastic concrete shrink-

age by as much as 75 percent.

- Easy to use—simply add it to concrete mix.
- Chemically inert, it can't rust, rot or corrode.
- Approved by ICBO Report No. 4151.

For full details, write Forta Fibre, Inc., 100 Forta Drive, Grove City, PA 16127. Or phone 1-800-245-0306. In PA: 1-800-222-8907. TELEX: 812535 Forta GRCT. (Please ask for our CSI Spec Data.)



FORTA FIBRE®
THE PERFECT MIX IS 1.6

Insert 132 on reader service card

American Society of Civil Engineers award to Paul F. Rice

The 1984 Arthur J. Boase Award of the Reinforced Concrete Research



Council (RCRC), American Society of Civil Engineers (ASCE) has been awarded to Paul F. Rice, vice president of engineering, Concrete Reinforcing Steel Institute (CRSI). The award recognizes Rice's longstanding involvement in the management and direction of research conducted by CRSI and other organizations and his contributions to the application of research results.

As CRSI's vice president of engineering, Rice supervises preparation of five industry books, including CRSI Design Handbooks. In addition, Rice is coauthor of *Structural Design Guide to the ACI Building Code* and *Structural Design Guide to AISC Specifications for Buildings*.

Since joining CRSI in 1958, Rice has represented CRSI on the concrete industry's foremost technical committees, including American Concrete Institute Committee 318—Standard Building Code; American Society for Testing and Materials Committee A.01 Steel, and subcommittee on rebars; and the American Society of Civil Engineers Task Committee on Building Codes. He has

EXHIBIT D

EXHIBIT D

SETTLEMENT AGREEMENT

AGREEMENT, made this 27th day of August, 1985, by and between Fortifiber Corporation, having offices in Los Angeles, California, a California corporation, and Forta Corporation, having offices at Grove City, Pennsylvania, a Pennsylvania corporation.

WHEREAS:

(a) On September 20, 1984 Fortifiber Corporation commenced an action against Forta Corporation in the United States District Court for the Central District of California, Civil Action No. 84-7116 ER (PX) alleging trademark infringement under 15 U.S.C. §1114 and unfair competition;

(b) The parties, after pretrial discovery and prior to trial, desire to settle and compromise their differences and to terminate the aforesaid litigation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. On or before January 31, 1986, Forta Corporation shall cancel U. S. Trademark Registration No. 1,178,727. All labels, advertisements or printed matter governed by this Agreement shall be cancelled, withdrawn, destroyed or discontinued by defendant Forta Corporation not later than January 31, 1986. Forta Corporation shall forever refrain from using the mark or name FORTA FIBRE in connection with the offer for sale, sale and/or advertising of its products in the United States.

2: Forta Corporation shall have the right to use the mark or name FORTA as its trademark in connection with the offer for sale, sale and/or advertising of its products subject to the following:

a. Whenever Forta Corporation uses FORTA as its trademark on containers for goods, the word FORTA shall appear alone on one line with a description of the goods beneath the word FORTA in type face no larger than one-half (1/2) the size employed in printing the word FORTA. The description of the goods may begin with the word "fibrous", but shall never include the word "fiber". Also, the word "fibrous" shall not appear alone and shall be followed by some multi-lettered word, which is not an article or pronoun.

b. Whenever Forta Corporation uses the mark FORTA in an advertisement of its products, the following shall be observed:

(i) In the headline portion of any advertisement, the mark FORTA shall appear alone on one line with a description of the goods beneath the word FORTA in type face no larger than one-half (1/2) the size employed in printing the word FORTA. If that description begins with the word "fibrous", or the words "a fibrous", or some other article or pronoun preceding the word "fibrous", then printed material at least twice the height of the largest letter used in printing the word FORTA shall be interposed between the word FORTA and the description. The interposed printed material shall be a symbol, picture or some

graphic design. Specifically, the aforesaid symbol may be:



If the first word of the description is not an article or pronoun but is a word of more than four (4) letters other than "fibrous", then the foregoing condition relating to the interposition of printed material shall not apply. However, all other provisions, including the size lettering and the use of the word FORTA on the first line with any description beneath as described above, shall apply.

(ii) In the text portion of any advertising, the use of the word "fiber" or "fibre", singular or plural, shall be used only in reference to products competitive with Forta Corporation's products and shall not be used in any manner in connection with or in reference to Forta Corporation's products, except when the word "fiber" or "fibre" (singular or plural) is immediately preceded by a chemical name other than polypropylene. If the word FORTA is used in any such text portion, it will never be followed immediately by the word "fibrous".

3. On or before October 1, 1985, Forta Corporation shall file in the U.S Patent and Trademark Office an application to register the trademark FORTA for the same goods recited in U. S. Trademark Registration No. 1,178,727. Fortifiber Corporation shall take no action, directly or indirectly, to oppose that registration or to cancel it. Nothing in this paragraph shall be construed to contradict the provisions of paragraph 1 of this Agreement.

4. Forta Corporation shall have the right to continue the use of FORTA CORPORATION as its corporate name. When Forta Corporation identifies itself, it shall use the term FORTA CORPORATION.

5. Nothing in this Agreement shall be construed as limiting the rights of Forta Corporation in the trademark or name FORTA as against other parties including Fortifiber Corporation.

6. Immediately after execution of this Agreement, the parties, through their counsel, shall take all action required to dismiss the aforesaid Complaint without prejudice, each party bearing its own costs.

7. Should enforcement of this Agreement by either party be necessary in an action in equity or at law, it is hereby stipulated that the prevailing party in any such litigation shall be awarded reasonable attorneys fees and such other damages, both compensatory and punitive as the Court may determine. It shall not be necessary in any such action for

Fortifiber Corporation to prove trademark infringement if the Court determines that the terms of this Agreement have been violated.

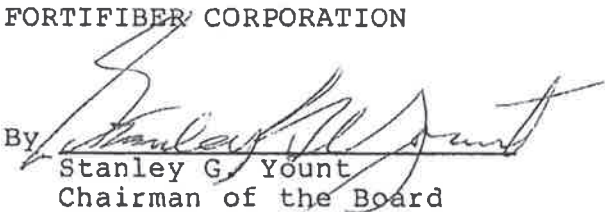
8. Forta Corporation shall not bring any action or cause any action to be brought against Fortifiber Corporation in an effort to cancel Fortifiber Corporation's Trademark Registration No. 573179 or 571,230.

9. Fortifiber Corporation shall not reinstitute Civil Action No. 84-7116 ER (PX) or any count thereof unless there shall be a breach of this Agreement by Forta Corporation.

10. This Agreement shall inure to the benefit of and be binding upon the respective successors, licensees, affiliates and assigns of the parties.

FORTIFIBER CORPORATION

By


Stanley G. Yount
Chairman of the Board

FORTA CORPORATION

By

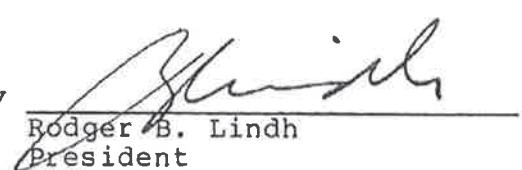

Rodger B. Lindh
President

EXHIBIT E

EXHIBIT E

EXHIBIT E-1

Forta-Kote® Super Stucco | Forta-Kote™

[Check us out on Facebook!](#)

FORTA KOTE

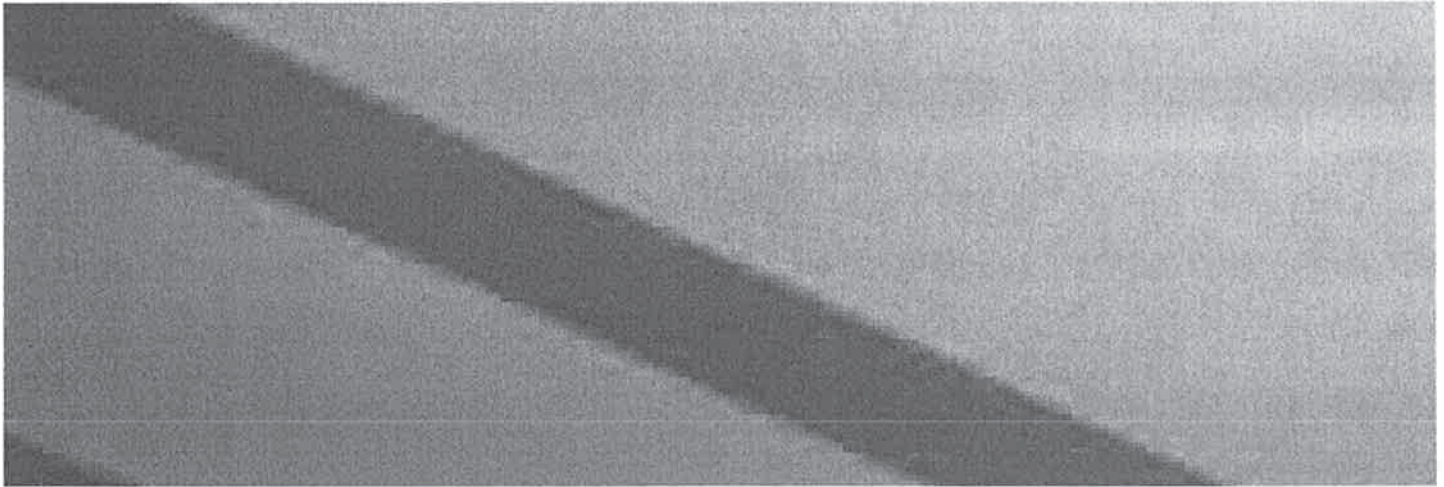


Forta-Kote® Super Stucco
Tough, Easy to Apply, No Cracking



<http://www.forta-kote.com/forta-kote-super-stucco/>[2/8/2016 3:23:17 PM]

Forta-Kote® Super Stucco | Forta-Kote™



FORTA-KOTE® SUPER STUCCO

GENERAL DESCRIPTION

Forta-Kote® Super Stucco is a three component polymerized cementitious protective coating that can be applied to a variety of vertical interior and exterior substrates including: stucco, styrofoam, exterior insulated sheathing products, masonry, concrete, wood, metal and tile. Super Stucco has superior adhesive properties and is extremely durable. This unique coating is abrasion resistant, impact resistant and water resistant while allowing for transmission of moisture vapor from the substrate. Strong and sound, Super Stucco provides long lasting protection in any temperature or climate.

Read more about [Forta-Kote® Bond](#) and [Forta-Kote® Mesh](#)

Forta-Kote® Super Stucco | Forta-Kote™

FEATURES

USES

MIX RATIO

COVERAGE

PACKAGING

APPLICATION

TECHNICAL

SPECIFICATIONS

- **Made in the USA**
- **Superior Adhesion**
 - Adheres to multiple substrates
 - Minimal surface preparation
- **Durable**
 - Provides longer service life
 - Impact & Abrasion Resistant
 - Resists Cracking
- **Quick Dry Time**
 - Back in service quicker
- **Breathability**
 - Allows moisture to pass through from substrate
 - Allows evaporation
- **UV Resistant**
 - Fade Resistant
 - Integrally colored

Forta-Kote® Super Stucco | Forta-Kote™

- **Water Resistant**
 - Retards mold and mildew
 - Resists 100 mile per hour wind driven rain
 - **Easy to Apply**
 - One day application by brush, roller, trowel, squeegee, or spray.
 - **Fire Resistant**
 - Low Flame Spread Index(ASTM E-89-89a)
 - **Salt Resistant**
 - Can be used in coastal areas
-



CONTACT US

100 Forta Drive
Grove City, PA 16127

1-800-245-0306

<http://www.forta-kote.com/forta-kote-super-stucco/>[2/8/2016 3:23:17 PM]

Forta-Kote® Super Stucco | Forta-Kote™

info@fortakote.com

[Contact Us](#)

SPEAK TO A TECHNICAL REPRESENTATIVE

We're here to help!

1-800-245-0306

Mon - Friday

9AM - 5PM EST

[Ask a Question](#)

[We Are Hiring!](#)

REQUEST A QUOTE

You can order by phone or through one of our Distributors around the country.

1-800-245-0306

[Product Distributors](#)

© Forta-Kote™

Stucco Replacement & Concrete Repair

Forta-Kote® Bond | Forta-Kote™

[Check us out on Facebook!](#)

FORTA-KOTE



FORTA-KOTE® BOND



GENERAL DESCRIPTION

Forta-Kote® Bond is an important component of the Forta-Kote® Super Stucco and Forta-Kote® Tough Deck systems creating durability and providing long lasting adhesion in any climate.

<http://www.forta-kote.com/forta-kote-bond/>[2/8/2016 3:46:12 PM]



Forta-Kote® Bond | Forta-Kote™

FEATURES

Forta-Kote® Bond allows adhesion to a variety of substrates.

INSTALLATION

Forta-Kote® Mesh should be used as part of the Forta-Kote® Super Stucco and Forta-Kote® Tough Deck systems.

It may also be applied with a low pressure sprayer in a thin layer as a surface conditioner for heavily chalky or heavily deteriorated substrates.

It could also be used as as a finish coat with a low pressure spray in a thin layer for a semi-gloss finish.

Packaging:

- Forta-Kote® Bond (liquid component) | Five (5) gallon pail

[Click here for product literature](#)

READY TO BUY?

We're here to help!

1-800-245-0306

CONTACT US

Forta-Kote® Bond | Forta-Kote™



CONTACT US

100 Forta Drive
Grove City, PA 16127

1-800-245-0306
info@fortakote.com

[Contact Us](#)

SPEAK TO A TECHNICAL REPRESENTATIVE

We're here to help!

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Mon - Friday
9AM - 5PM EST

[Ask a Question](#)

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REQUEST A QUOTE


You can order by phone or through one of our Distributors around the country.

<http://www.forta-kote.com/forta-kote-bond/>[2/8/2016 3:46:12 PM]

Forta-Kote® Bond | Forta-Kote™

1-800-245-0306

[Product Distributors](#)

 Forta-Kote™

Stucco Replacement & Concrete Repair

Forta-Kote® Mesh | Forta-Kote™



FORTA-KOTE® MESH



GENERAL DESCRIPTION

Forta-Kote® Mesh is an important component of the Forta-Kote® Super Stucco and Forta-Kote® Tough Deck systems creating durability and providing long lasting protection in any climate.

<http://www.forta-kote.com/forta-kote-mesh/> [2/8/2016 3:46:30 PM]



Forta-Kote® Mesh | Forta-Kote™

FEATURES

Forta-Kote® Mesh is an alkali resistant fiberglass mesh creating durability, crack resistance, and flexibility. Unlike steel mesh in traditional stucco systems, Forta-Kote® Mesh will not rust.

INSTALLATION

Forta-Kote® Mesh should be used as part of the Forta-Kote® Super Stucco and Forta-Kote® Tough Deck systems.

Packaging:

- Forta-Kote® Mesh (fiberglass mesh component) | 475 sq. ft. roll (38 inches x 150 ft.)

[Click here for product literature](#)

READY TO BUY?

We're here to help!

1-800-245-0306

CONTACT US

Forta-Kote® Mesh | Forta-Kote™



CONTACT US

100 Forta Drive
Grove City, PA 16127

1-800-245-0306
info@fortakote.com

[Contact Us](#)

SPEAK TO A TECHNICAL REPRESENTATIVE

We're here to help!

1-800-245-0306
Mon - Friday
9AM - 5PM EST

[Ask a Question](#)

[We Are Hiring!](#)


REQUEST A QUOTE

You can order by phone or through one of our Distributors around the country.

1-800-245-0306

[Product Distributors](#)

Forta-Kote® Mesh | Forta-Kote™

 Forta-Kote™

Stucco Replacement & Concrete Repair

<http://www.forta-kote.com/forta-kote-mesh/>[2/8/2016 3:46:30 PM]

EXHIBIT E-2

Forta-Kote® Tough Deck | Forta-Kote™

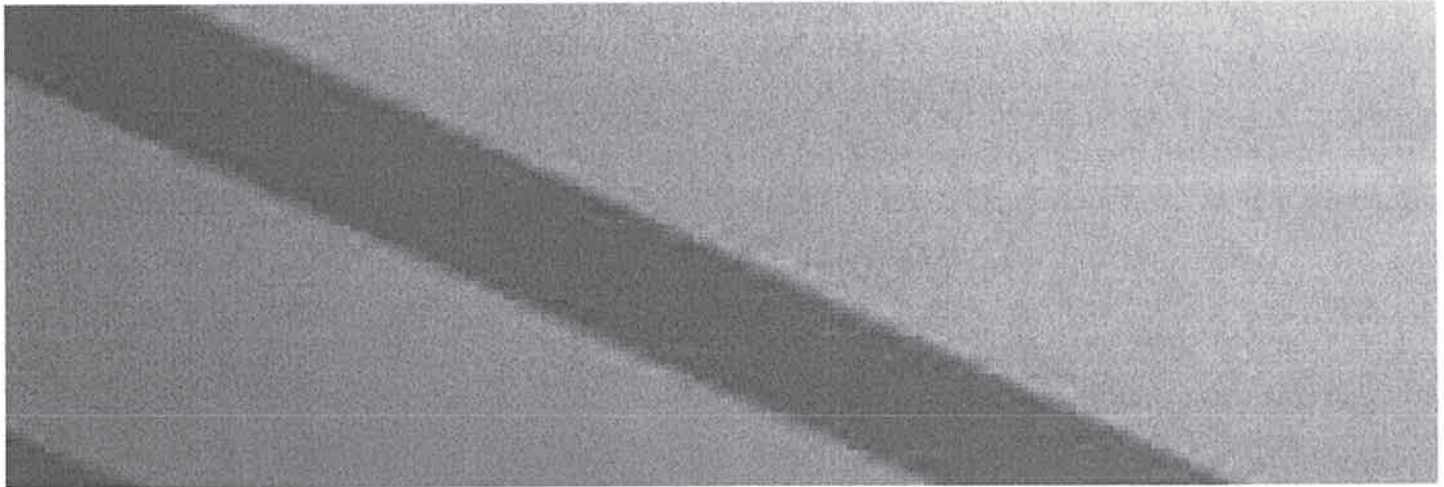
[Check us out on Facebook!](#)

FORTA-KOTE

Forta-Kote® Tough Deck
Easy to Apply, Quick Dry Time, Super Tough

<http://www.forta-kote.com/forta-kote-tough-deck/>[2/8/2016 3:26:42 PM]

Forta-Kote® Tough Deck | Forta-Kote™



FORTA-KOTE® TOUGH DECK

GENERAL DESCRIPTION

Forta-Kote® Tough Deck is a three component polymerized cementitious protective coating that can be applied to a variety of horizontal interior and exterior substrates including: concrete, wood, metal, pool decks and tile. Tough Deck has superior adhesive properties and is extremely durable. This unique coating is abrasion resistant, impact resistant and water resistant while allowing for transmission of moisture vapor from within the substrate. Strong and sound, Tough Deck provides a long lasting non-slip surface in any temperature or climate.

Read more about Forta-Kote® Bond and Forta-Kote® Mesh

Forta-Kote® Tough Deck | Forta-Kote™

FEATURES

USES

MIX RATIOS

COVERAGE

PACKAGING

APPLICATION

TECHNICAL

SPECIFICATIONS

- **Made in the USA**
- **Superior Adhesion**
 - Adheres to multiple substrates
 - Minimal surface preparation
- **Durable**
 - Provides longer service life
 - Impact & Abrasion Resistant
 - Resists Cracking
- **Quick Dry Time**
 - Back in service quicker
- **Breathability**
 - Allows moisture to pass through from substrate
 - Allows evaporation
- **UV Resistant**
 - Fade Resistant
 - Integrally colored

Forta-Kote® Tough Deck | Forta-Kote™

- **Water Resistant**
 - Retards mold and mildew
 - Resists 100 mile per hour wind driven rain

- **Easy to Apply**
 - One day application by brush, roller, trowel, squeegee, or spray.

- **Fire Resistant**
 - Low Flame Spread Index(ASTM E-89-89a)

- **Salt Resistant**
 - Can be used in coastal areas



CONTACT US

100 Forta Drive
Grove City, PA 16127

Forta-Kote® Tough Deck | Forta-Kote™

1-800-245-0306
info@fortakote.com

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Forta-Kote™

Stucco Replacement & Concrete Repair

EXHIBIT E-3

Forta-Kote® Multi-Surface Waterproofing | Forta-Kote™

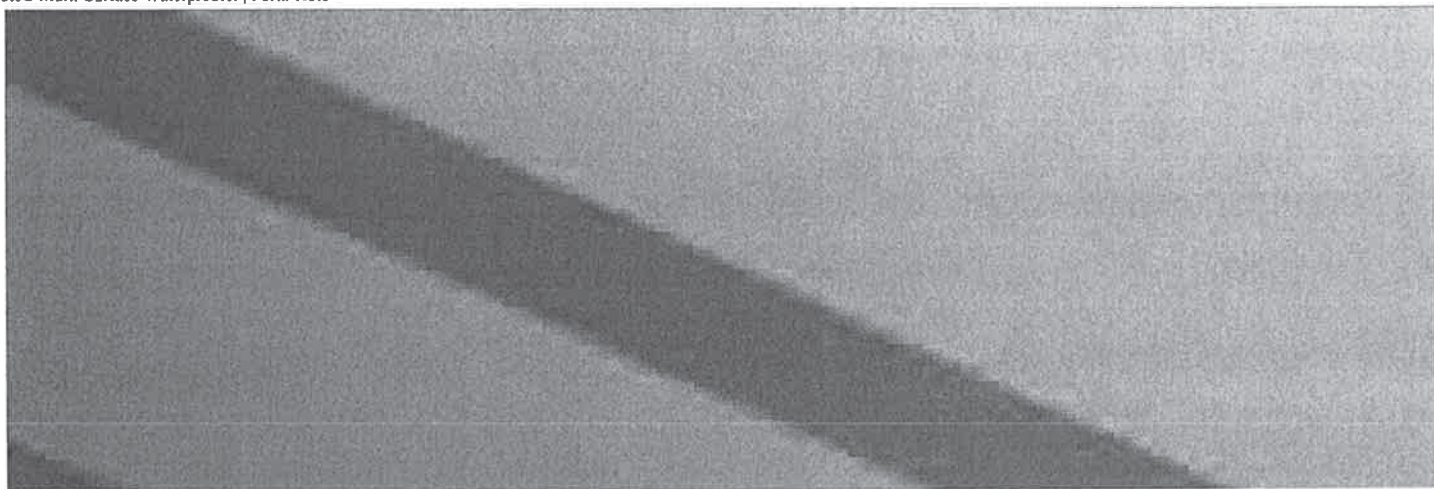
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FORTA KOTE

Forta-Kote® Multi-Surface Waterproofing
**Provides long-lasting protection against
water, mold and mildew stains.**

<http://www.forta-kote.com/sealers/multi-surface-waterproofing/>[2/4/2016 8:42:41 AM]

Forta-Kote® Multi-Surface Waterproofer | Forta-Kote™



FORTA-KOTE® MULTI-SURFACE WATERPROOFER



<http://www.forta-kote.com/sealers/multi-surface-waterproofer/>[2/4/2016 8:42:41 AM]

Forta-Kote® Multi-Surface Waterproofer | Forta-Kote™

GENERAL DESCRIPTION



Forta-Kote® Multi-Surface Waterproofer provide years of protection and does an exceptional job of limiting moisture ingress, as well as reducing fungal and microbial attack by reducing available moisture. It is formulated for interior/exterior use on properly prepared concrete and masonry surfaces, including green concrete.

Forta-Kote® Multi-Surface Waterproofer is clear and will not discolor concrete or masonry. It does not contain mercury, heavy metals or silica. There is an internal chemistry which is designed to facilitate bonding to wood and cementitious substrates. Ask about Forta-Kote® Tough Deck or Super Stucco to fill voids or bridge cracks. Forta-Kote® Waterproofers can be applied within an hour of repair. Do not apply on porous block, use Forta-Kote® NPW.

The advanced technology of Forta-Kote® Multi-Surface Waterproofers penetrates surfaces and bonds to form a superior barrier inside the surface. Although beading may be less evident, this is the ideal application for the longest term protection. Other waterproofers which merely sit on top of the surface will show beading but wear away more quickly, requiring regular re-application.

FEATURES

USES

MIX RATIOS

COVERAGE

PACKAGING

TECHNICAL DATA

FEATURES

<http://www.forta-kote.com/sealers/multi-surface-waterproofers/>[2/4/2016 8:42:41 AM]

Forta-Kote® Multi-Surface Waterproofer | Forta-Kote™

- Non-toxic, Zero VOC's, Safe for the Environment
- Long Lasting, Deep Penetrating Bond Protects Against Mold and Mildew
- UV Stable
- Outperforms All Other Sealers
- Water-Based, Odorless, Non-Flammable, Non-Combustible and Will not Burn Skin
- Will Not Harm Pets, Plants or Livestock
- Reduces Corrosion, Spalling and Cracks Caused by Moisture.
- Helps Protect Against De-icing Salts and Pool Chemicals.
- Clear Formula Will Not Discolor Surface
- May be Tinted
- Resistant to Freeze/ Thaw Damage
- Resistant to Salt & Chlorides
- Non-Film Forming
- Easy Soap & Water Clean Up



CONTACT US

100 Forta Drive
Grove City, PA 16127

<http://www.forta-kote.com/sealers/multi-surface-waterproofer/>[2/4/2016 8:42:41 AM]

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info@fortakote.com

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 Forta-Kote™

Stucco Replacement & Concrete Repair

EXHIBIT E-4

Forta-Kote® Poly | Forta-Kote™

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FORTA-KOTE



Forta-Kote® Poly
**A single component, water-based aliphatic
polyurethane that is more durable with a
harder film than acrylic sealers.**



<http://www.forta-kote.com/sealers/poly/>[2/4/2016 8:45:48 AM]

Forta-Kote® Poly | Forta-Kote™



FORTA-KOTE® POLY



<http://www.forta-kote.com/sealers/poly/>[2/4/2016 8:45:48 AM]

Forta-Kote® Poly | Forta-Kote™

GENERAL DESCRIPTION

Forta-Kote® Poly – 100% Polyurethane is a single component, water-based aliphatic polyurethane with an elongation of 210%. More durable and with a harder film than acrylic sealers, Forta-Kote® Poly is an ideal sealer for concrete and masonry surfaces. Polyurethane is the most popular choice as an interior and exterior sealer and environmentally smart. This type of sealer provides superior protection from abrasion, oil, water and many other chemicals to floors. Resists tire marks and is stain resistant. Forta-Kote® Poly has excellent adhesion with UV absorber for exterior applications horizontal and vertical and is fast drying. Interior floors such as stamp overlays, spray textures, concrete stain, concrete dyes and other decorative concrete applications require a sealer that can protect the design and deliver UV stability so the colors do not fade over time.

FEATURES

USES

COVERAGE

PACKAGING

TECHNICAL DATA

FEATURES

- Water based, Slight Odor
- Non-flammable, Non-combustible
- Will Not Burn Skin
- Not Harmful to Humans, Pets, Plants or Livestock
- Non-Yellowing Colorless Finish
- Easy to Clean
- Freeze/Thaw Stable, Breathable
- Resists Chemicals, Stains, Tire Marks
- Superior Long Lasting Protection
- Tintable Low Gloss or Satin Finishes

<http://www.forta-kote.com/sealers/poly/>[2/4/2016 8:45:48 AM]

Forta-Kote® Poly | Forta-Kote™

- Superior UV Stability Compared to Alkyd and Acrylic Coatings
- Single component-neutral color
- Excellent Vertical and Horizontal adhesion
- Fast drying
- VOC <2gm/l, Not Toxic
- Solvent water
- One or Two Coats
- Easy Soap & Water Clean Up



CONTACT US

100 Forta Drive
Grove City, PA 16127

1-800-245-0306
info@fortakote.com

[Contact Us](#)

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Stucco Replacement & Concrete Repair

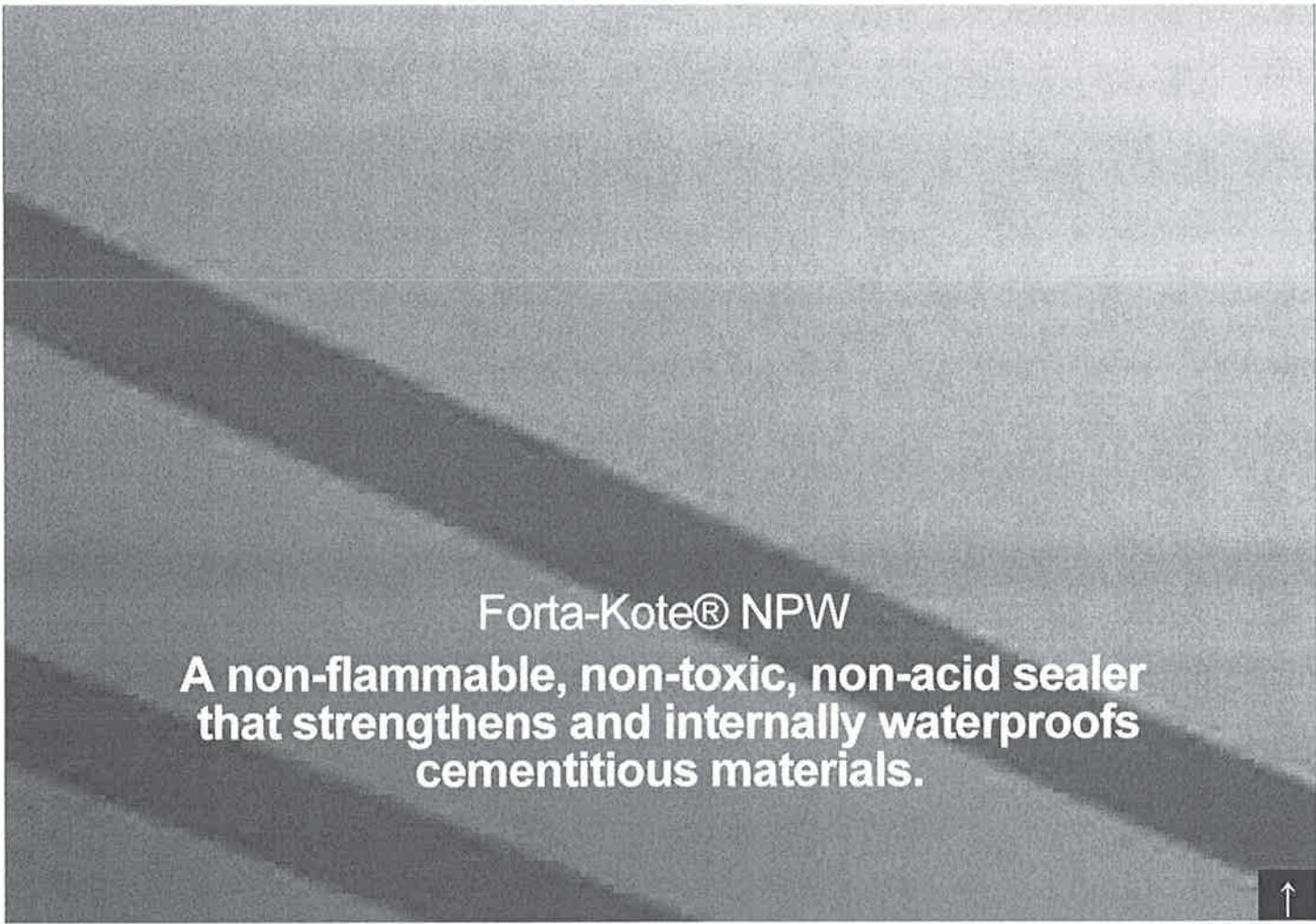
EXHIBIT E-5

EXHBIIT E-5

Forta-Kote® NPW | Forta-Kote™

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FORTA-KOTE

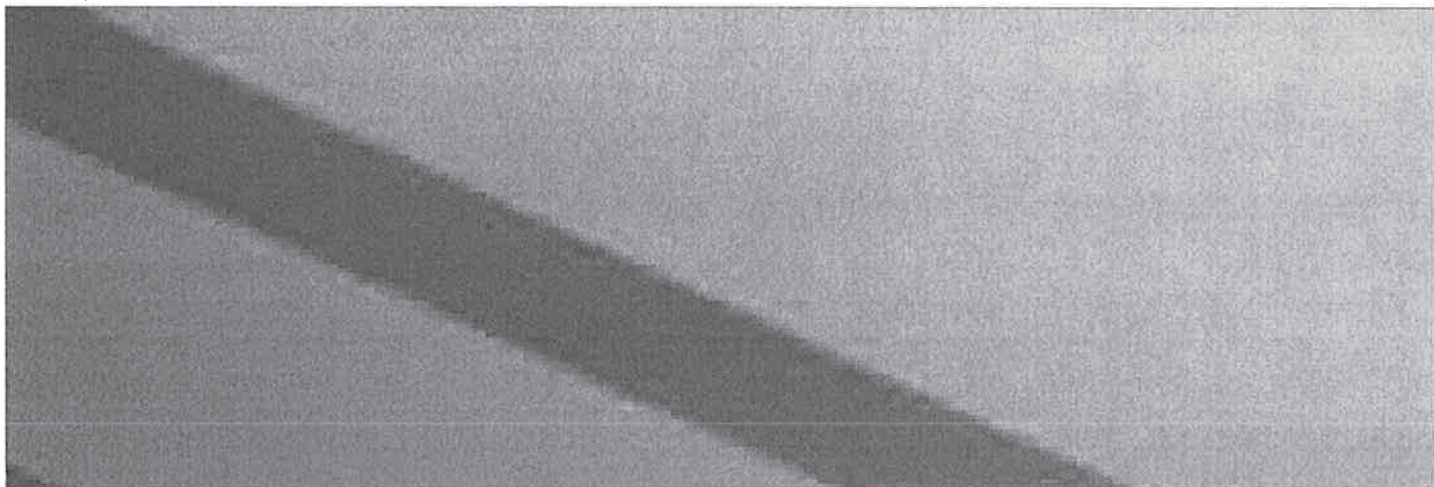
The background of the main content area is a grayscale photograph of a concrete surface. It features several prominent, dark, diagonal lines that run from the bottom left towards the top right, possibly representing a crack or a construction joint. The overall texture is grainy and industrial.

Forta-Kote® NPW
**A non-flammable, non-toxic, non-acid sealer
that strengthens and internally waterproofs
cementitious materials.**



<http://www.forta-kote.com/npw/>[2/4/2016 8:47:05 AM]

Forta-Kote® NPW | Forta-Kote™



FORTA-KOTE® NPW



<http://www.forta-kote.com/npw/>[2/4/2016 8:47:05 AM]

Forta-Kote® NPW | Forta-Kote™

GENERAL DESCRIPTION

Forta-Kote® Negative Pressure Waterproofer is a non-flammable, non-toxic, non-acid sealer that strengthens and internally waterproofs cementitious materials. NPW is a chemical hardener, densifier, and soluble chloride reducer. NPW reduces vapor emissions for application of surface coatings such as polyurea coatings, epoxy coatings, urethane coatings, as well as carpet, floor tile, sheet vinyl and hardwood flooring materials.

In conditions where salt air and humidity attack the concrete, causing oxidation of the reinforcing steel, NPW has proved to halt such corrosion activity. When NPW is applied to concrete exposed to such conditions, exfoliation or expulsion of the chlorides takes place.

NPW reacts with free alkali in the concrete forming a silica hydrogel that fills the capillaries within the matrix. This hydrogel waterproofs and seals the surface after all materials harmful to the concrete are removed. This process could take up to thirty days or longer, depending on the chloride and acidic residual concentration within the capillaries. *NPW may be applied as a cure-and-seal, as soon as the concrete bleed water flashes off. When properly installed, application of this sealer reduces wait time to apply flooring or coatings to an average of 5 days. ALWAYS check surface for moisture content before applying coatings, or flooring.*

NPW will reduce water vapor emissions on surfaces and reduce or block migration of radon gas. NPW is excellent on concrete, precast, block, brick, mortar, and stone. NPW IS NOT MEANT FOR APPLICATION OVER TILE, EVEN POROUS TILE, AND SHOULD NOT BE USED IN ANY TOPICAL APPLICATION OVER TILE! NPW is an excellent moisture reducer prior to application of adhesives, coatings, tile, and sheet vinyl. NPW, when applied as a cure-and-seal immediately after concrete bleed water flashes off, will reduce coatings and adhesive "green window" from 28 days down to an average of 5. NPW will block MVT (moisture vapor transfer) up to 20 lbs and Hydrostatic Pressure up to 15 psi.

FEATURES

USES

COVERAGE

PACKAGING

TECHNICAL DATA

Forta-Kote® NPW | Forta-Kote™

FEATURES

- Blocks and reduces vapor emissions through concrete but leaves concrete breathable.
- Purges soluble chlorides and prevents re-entry.
- Penetration depends on density of concrete and masonry substrate.
- Does not alter bondability of concrete.
- Environmentally friendly, water-based, non-combustible. No flammable solvents.
- Contains a non-acid penetrating agent — resists many acids, oils, greases and salts.



CONTACT US

100 Forta Drive
Grove City, PA 16127

1-800-245-0306
info@fortakote.com

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Forta-Kote® NPW | Forta-Kote™

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Stucco Replacement & Concrete Repair

EXHIBIT F

EXHIBIT F

EXHIBIT F-1

EXHIBIT F-1



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Word Mark	FORTA-KOTE
Goods and Services	IC 019. US 001 012 033 050. G & S: Coatings, namely, a cementitious powder mixed with a liquid acrylic placed on a fiberglass mesh for use as a building material
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.01.26 - Coils; Spirals; Swirls 26.19.01 - Spheres (geometric)
Serial Number	86597998
Filing Date	April 15, 2015
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	August 4, 2015
Owner	(APPLICANT) Forta Corporation CORPORATION PENNSYLVANIA 100 Forta Drive Grove City PENNSYLVANIA 161276399
Attorney of Record	David V. Radack
Description of Mark	The color(s) black, blue, white, light grey and dark grey is/are claimed as a feature of the mark. The mark consists of a sphere with the words "FORTA" and "KOTE" separated by a hyphen all in dark grey outlined in white with the sphere containing a swirl mixture of light grey, dark grey, blue, and black.
Type of Mark	TRADEMARK
Register	PRINCIPAL

Live/Dead
Indicator

LIVE

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EXHIBIT F-2



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Word Mark FORTA-KOTE
Goods and Services IC 019. US 001 012 033 050. G & S: Coatings, namely, a cementitious powder mixed with a liquid acrylic placed on a fiberglass mesh for use as a building material
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design 01.15.11 - Bubbles; Foam (bubbles); Foamy mass; Soap suds; Suds, soap
Search Code 26.19.01 - Spheres (geometric)
Serial Number 86597980
Filing Date April 15, 2015
Current Basis 1B
Original Filing Basis 1B
Published for Opposition August 4, 2015
Owner (APPLICANT) Forta Corporation CORPORATION PENNSYLVANIA 100 Forta Drive Grove City PENNSYLVANIA 161276399
Attorney of Record David V. Radack
Description of Mark The color(s) blue, black, dark grey and light grey is/are claimed as a feature of the mark. The mark consists of the words "FORTA" and "KOTE" with the top half of the letters in blue and the bottom half of the letters in grey with a hyphen in blue separating the words and having blue bubbles flowing through horizontally through the hyphen and with the first "O" containing a sphere having a swirl mixture of light grey, dark grey, blue and black.
Type of Mark TRADEMARK
Register PRINCIPAL

EXHIBIT F-3

EXHIBIT F-3

Live/Dead
Indicator LIVE

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Goods and Services IC 019. US 001 012 033 050. G & S: Coatings, namely, a cementitious powder mixed with a liquid acrylic placed on a fiberglass mesh for use as a building material
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86571415
Filing Date March 20, 2015
Current Basis 1B
Original Filing Basis 1B
Published for Opposition July 21, 2015
Owner (APPLICANT) Forta Corporation CORPORATION PENNSYLVANIA 100 Forta Drive Grove City PENNSYLVANIA 161276399
Attorney of Record David V. Radack
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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EXHIBIT G

EXHIBIT G

2017 NAHB International Builders' Show®

January 10-12, 2017 // Orlando, FL

NAVIGATION



IBS 2016

BEST OF IBS AWARDS

Best Bath Product • Best Energy Efficient Product
Best Green Building Product • Best Home Technology Product
Best Indoor Living Product • Best Kitchen Product
Best Outdoor Living Product • Best Window & Door Product
Most Innovative Building Product • Overall Best in Show

Best of IBS

Check out the 2016 winners

It's a Wrap!

Discover the Building Universe was the theme to the NAHB's International Builders' Show® (IBS), and that's exactly what attendees took away with from this three-day event. From the time the show opened on Tuesday until the doors closed, building industry professionals discovered an expansive universe of products and innovative concepts designed to enhance their businesses moving forward.

The Builders' Show, as part of **Design & Construction Week® (DCW)**, featured the co-location of IBS and the National Kitchen & Bath Association's Kitchen & Bath Industry Show® (KBIS). This year, DCW also included two partner events – the International Window Coverings Expo (IWCE) and The International Surface Event (TISE). This mega-event brought together more than 110,000 builders, general contractors, remodelers, designers, flooring professionals, as well as product specifiers from around the globe.

Here are just a few of the many highlights:

- IBS kicked-off with comedian and all-around nice guy, **Jay Leno**.
- Thousands of building professionals attended more than **120+ education sessions** from 8 tracks that covered the breadth of the entire building industry.
- **IBS Live** sessions and demonstrations at the **High Performance Building Zone (HPBZ)** were hot-places to be – showcasing innovative ideas and information to all in a lively, entertaining manner.
- The 33rd Edition of **The New American Home®** – NAHB's show home – welcomed thousands.
- **Experiential learning** provided attendees with a new experience in learning, including peer-to-peer and attendee-driven learning, such as group-talks and crowdsourced programs, and interactive education rooms.
- Spot Fred, the Food Truck Alley, the barista artist and so much more popped up all over **social media** (#IBSVegas) as attendees were excited to share their fun experiences.
- Close to 300 entries in nine categories were received in the **2016 Best of IBS Awards**, which were presented Thursday afternoon. Check out the winners!
- Each day, many new solutions were discovered through networking breakfasts and coffee chats at the six **Centrals**.
- **After hours events** included the Official IBS House Party, the National Sales & Marketing Awards (The NationalsSM), the Best in American LivingTM Awards and the Young Professionals After Hours Party.
- The IBS Spike Concert Presented by GEICO featured the number one selling duo, **Daryl Hall & John Oates**.

The International Builders' Show® will be in Orlando January 10-12, 2017. See you there!

Featured Exhibitors

- Wells Fargo Home Mortgage
- Cadsoft Corporation
- Murphy Door Inc
- Reveal Windows & Doors by Pacific Architectural Millwork
- BuilderTREND

See All Featured Exhibitors

2016 Show Guide

Check out the show guide to see everything happening at IBS 2016.

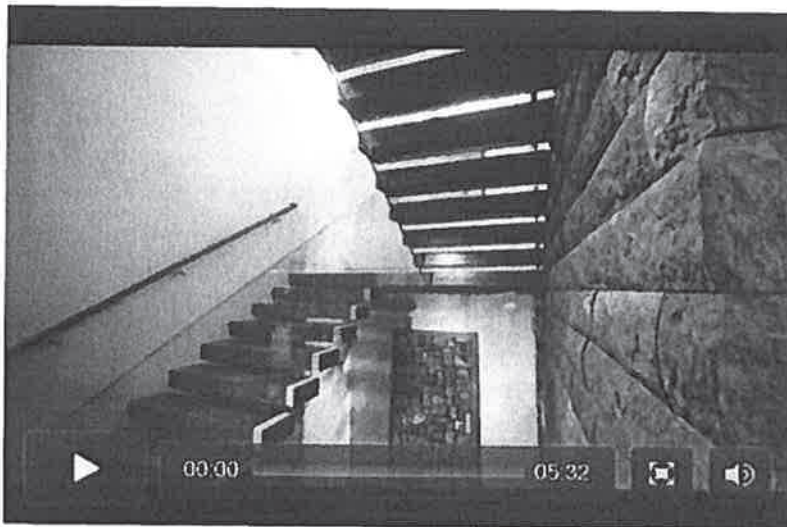
Best of IBS Awards

Close to 300 entries in nine categories were received in the 2016 Best of IBS Awards. Check out all of our finalists and winners to see why our judges named them the **BEST OF IBS 2016!**

IBS TV

Check out IBS TV to see what happened at IBS 2016! Also check out The 2016 New American Home in Las Vegas.

IBS TV



DESIGN & CONSTRUCTION WEEK

In 2017, the NAHB International Builders' Show® (IBS) is co-locating with NKBA's Kitchen & Bath Industry Show® (KBIS) to present Design & Construction Week® (DCW).

Join us January 10-12, 2017 in Orlando!

IBS TWITTER FEED



Ply Gem @PlyGem

Check out these 2016 building #trends from @Vagabondesigns:
<https://t.co/JU3s7Seu1v> . #design #IBSVegas <https://t.co/COZJPstzZb>

1 HOUR AGO



Builders' Show @IBSVegas

RT @IBSVegas: Didn't attend IBS 2016? Read all about what you missed (it was a lot!)! #IBSVegas <https://t.co/YQlrXIU6UR>

5 HOURS AGO



Mr Building Science @mrblngscience

The @ibacos crew @ #IBSVegas <https://t.co/f2Q1kz0D9V>

5 HOURS AGO

BUILDERS' SHOW BLOG

JAN 29, 2016

What Happened @ IBS 2016? Lots...

It's a wrap! Thousands attended NAHB's International Builders' Show® (IBS), January 19-21 in Las Vegas! Building industry ...

[Read More >](#)



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EXHIBIT H

EXHIBIT H

2017 NAHB International Builders' Show®
January 10-12, 2017 // Orlando, FL

2016 Exhibitors



MURPHY DOOR
CREATIVE DOORWAY SOLUTIONS



Your Search Criteria: (Remove all criteria and start new search)

Exhibitor Name:

FORTA-KOTE

Fortifiber Building Systems Group

Showing 1 – 2 of 2 records



FORTA-KOTE | Grove City, Pennsylvania

Please stop by and visit our booth
Booth S4205



Fortifiber Building Systems Group | Fernley, Nevada

The Fortifiber Building Systems Group manufactures the most
comprehensive moisture
control systems available – helping to protect builders from water
intrusion
Booth C7647



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EXHIBIT I

EXHIBIT I

Forta-Kote® FortaKote July 19

We are at #IBSVegas, are you? Stop by booth S4205 to check out our new Multi-Surface Waterproofer. #coatings

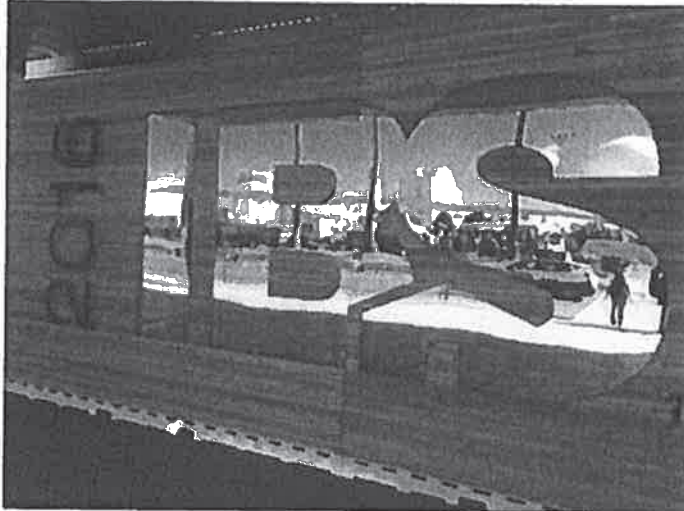




Forta-Kote, LLC

2007-2016 Forta-Kote, LLC

Forta-Kote® is making its first appearance at the NAHB International Builders show® (IBS) in Las Vegas from January 19-21. We are at booth S4205 displaying our innovative coatings, sealers and toppings, at the largest annual light construction show in the world. #IBSVegas



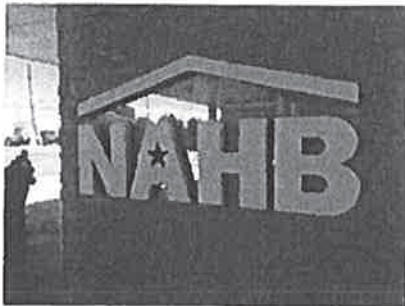
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Forta-Kote® Forta-Kote® is making its first appearance at the largest annual light construction show in the world. Forta-Kote® will be exhibiting from January 19-21. Stop by booth S4205 to see our innovative coatings, toppings and sealers, as well as our new... [more](#)



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